

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

vs.

MATCH GROUP, INC., a corporation,

Defendant.

Case No. 3:19-cv-02281-K

**APPENDIX IN SUPPORT OF DEFENDANT MATCH GROUP, INC.'S  
RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION TO AMEND ITS  
COMPLAINT AND ADD DEFENDANT**

Defendant Match Group, Inc., by and through its counsel, submits this Appendix in Support of its Response in Opposition to Plaintiff's Motion to Amend Its Complaint and Add Defendant.

<b>Ex.</b>	<b>Description</b>	<b>App. Page(s)</b>
A	Match Group, Inc. May 15, 2017 Interrogatory Responses (excerpted)	App. 001-002
B	Delaware Secretary of State Record	App. 003
C	Match.com Terms of Use Agreement, last revised 2017-12-28; also available at <a href="https://www.match.com/legalpolicy/TOUPolicy/?language=en-us&amp;isNative=False&amp;policyVersion=legacy">https://www.match.com/legalpolicy/TOUPolicy/?language=en-us&amp;isNative=False&amp;policyVersion=legacy</a>	App. 004-011
D	Match.com Terms of Use Agreement, effective 2019-04-18; also available at <a href="https://www.match.com/legalpolicy/TOUPolicy/?language=en-us&amp;isNative=False&amp;policyVersion=2019_04_01">https://www.match.com/legalpolicy/TOUPolicy/?language=en-us&amp;isNative=False&amp;policyVersion=2019_04_01</a>	App. 012-022
E	Match.com Terms of Use Agreement, effective 2019-11-12; also available at <a href="https://www.match.com/legalpolicy/TOUPolicy/?language=en-us&amp;isNative=False&amp;policyVersion=2019_11_12">https://www.match.com/legalpolicy/TOUPolicy/?language=en-us&amp;isNative=False&amp;policyVersion=2019_11_12</a>	App. 023-033

Ex.	Description	App. Page(s)
F	Match.com Terms of Use Agreement, effective 2021-02-08; also available at <a href="https://www.match.com/legalpolicy/TOUPolicy/?language=en-us&amp;isNative=False&amp;policyVersion=2021_02_08">https://www.match.com/legalpolicy/TOUPolicy/?language=en-us&amp;isNative=False&amp;policyVersion=2021_02_08</a>	App. 034-044
G	(Match.com Terms of Use Agreement, effective 2022-02-28; also available at <a href="https://www.match.com/legalpolicy/TOUPolicy/?language=en-us&amp;isNative=False&amp;policyVersion=2022_02_28">https://www.match.com/legalpolicy/TOUPolicy/?language=en-us&amp;isNative=False&amp;policyVersion=2022_02_28</a>	App. 045-059
H	August 6, 2019 Letter to the FTC	App. 060-061
I	May 20, 2022 Letter to the FTC	App. 062

Dated: May 20, 2022

Respectfully Submitted,

/s/ Angela C. Zambrano

Angela C. Zambrano  
State Bar No. 24003157  
angela.zambrano@sidley.com  
David Sillers  
State Bar No. 24072341  
dsillers@sidley.com  
SIDLEY AUSTIN LLP  
2021 McKinney Ave, Suite 2000  
Dallas, TX 75201  
Telephone: 214.981.3300  
Fax: 214.981.3400

Chad S. Hummel (admitted *pro hac vice*)  
chummel@sidley.com  
SIDLEY AUSTIN LLP  
1999 Avenue of the Stars, 17th Floor  
Los Angeles, CA 90067  
Telephone: 310.595.9500  
Fax: 310.595.9501

*Attorneys for Match Group, Inc.*

**CERTIFICATE OF SERVICE**

On May 20, 2022, I filed the foregoing document with the clerk of court for the U.S. District Court, Northern District of Texas. I hereby certify that I have served the document on all counsel by a manner authorized by Federal Rule of Civil Procedure 5(b)(2).

/s/ Angela C. Zambrano

Angela C. Zambrano

# APPENDIX

# EXHIBIT A

## **INTERROGATORY RESPONSES**

The following contains Match's responses to Interrogatories 1, 2, 4, 11, 12, and 14 (current only). The language of the Interrogatories as listed below is reproduced from the CID, along with any additional limitations included in the Limitation Letter.

### **INTERROGATORY 1**

*Identify Each subsidiary of Match Group, Inc. that contributes to Match.com's business operations and state or describe the following Related to Each Identified subsidiary:*

- a. *State of incorporation;*
- b. *Role in Match.com's business operations; and*
- c. *Identity of All Persons who:*
  - i. *Are officers or directors;*
  - ii. *Own more than 10% of the subsidiary's shareholding equity;*
  - iii. *Own more than 10% of the subsidiary's voting rights; and*
  - iv. *Exercise control over the entity and are not identified in Interrogatories 1c(i)-(iii)*

### **RESPONSE TO INTERROGATORY 1**

#### **1. Match.com Events, LLC**

- a. *State of Incorporation:* Delaware.
- b. *Role in Match.com's Business Operations:* Match.com Events, LLC is the general operating company that operates the offline events portion of Match.com.
- c.
  - i. *Directors:* None; sole member is Match Group, Inc. *Officers:* Greg Blatt (President & CEO), Jared Sine (General Counsel & Secretary), Gary Swidler (CFO), Alexis Fletcher (Tax Director), Laurie Latshaw (Assistant Secretary), Brittany Perez (Vice President & Secretary), and Nick Stoumpas (Authorized Person for Banking Matters).
  - ii. Match Group, Inc.
  - iii. Match Group, Inc.
  - iv. N/A.

#### **2. Match ProfilePro, LLC**

- a. *State of Incorporation:* Delaware.
- b. *Role in Match.com's Business Operations:* Match ProfilePro, LLC is the general operating company for the "ProfilePro" section of Match.com, which offers advice for Match.com users who would like to create a new profile or amend a current profile.
- c.
  - i. *Directors:* None; sole member is Match Group, Inc. *Officers:* Greg Blatt (President & CEO), Jared Sine (General Counsel & Secretary), Gary Swidler (CFO), Phil Eigenmann (Global Controller & Vice President), Alexis Fletcher (Tax Director), Laurie Latshaw (Assistant Secretary), and Brittany Perez (Vice President & Secretary).
  - ii. Match Group, Inc.
  - iii. Match Group, Inc.
  - iv. N/A

3. Match.com, LLC

- a. *State of Incorporation:* Delaware
- b. *Role in Match.com's Business Operations:* Match.com, LLC is the general operating company that operates Match.com.
- c.
  - i. *Directors:* None; sole member is Match Group, Inc. *Officers:* Greg Blatt (President & CEO), Jared Sine (General Counsel & Secretary), Gary Swidler (CFO), Phil Eigenmann (US / Global Controller & Vice President), Alexis Fletcher (Tax Director), Laurie Latshaw (Assistant Secretary), Michael Schwedman (Vice President), Eric DeGraw (Vice President, Tax), Nick Stoumpas (Vice President & Treasurer), Gregg Winiarski (Vice President & Assistant Secretary), Joanne Hawkins (Vice President & Assistant Secretary), Tanya Stanich (Vice President & Assistant Secretary), Stuart Cawthorn (Vice President & Assistant Secretary), Lance Barton (Senior Vice President, Corporate Development), and Brittany Perez (Vice President).
  - ii. Match Group, Inc.
  - iii. Match Group, Inc.
  - iv. N/A

**INTERROGATORY 2**

*For Each website owned or managed by the Company that contributes to Match.com's business operations, state the following:*

- a. *URL of the website;*
- b. *Date that the website first became operational and, if applicable, the date that it ceased operating;*
- c. *Description of the type of activity, function, or offering available through the website;*
- d. *Description of the target audience, including, but not limited to, age and gender categories; and*
- e. *Whether any information accessed, collected, or maintained by the Company from Customers is shared with other Persons and, if so, identify the purpose for the sharing of such information.*

**Additional limitation in Limitation Letter:**

- *Interrogatory 2(e) has been revised to read:*
  - *Whether any Customer information that is accessed, collected, or maintained by the Company and that has any connection to Test Profiles is shared with other Persons, including the Company's affiliates and subsidiaries, and, if so, identify the purpose for sharing such information. For the purposes of this specification, 'any connection to Test Profiles' shall include any sharing of Customer information with any other Person that engages in the business of internet dating services.*

**RESPONSE TO INTERROGATORY 2**

The primary top-level domain that contributes to Match's business operations is Match.com. Launched in April 1995, Match.com is a dating website directed toward all members of the public over the age of eighteen who are single or separated and interested in connecting with others.

# EXHIBIT B

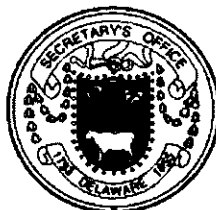


# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THAT THE SAID "MATCH.COM, L.L.C.",  
FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "MATCH  
GROUP, LLC" ON THE TWELFTH DAY OF SEPTEMBER, A.D. 2017, AT 11:53  
O'CLOCK A.M.



4377867 8320  
SR# 20176978996

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 203531996  
Date: 11-07-17

200722710033 APP 003

# EXHIBIT C

## Match.com Terms of Use Agreement

**Special notice to California users:** You, the buyer, may cancel this agreement, without penalty or obligation, at any time prior to midnight of the third business day following the original date of this contract, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect, or you may email us by clicking [here](#). This notice shall be sent to: Match.com, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA. For additional state specific information, please see Paragraph 24 below.

Welcome to Match.com, the service for single adults to meet each other online, operated by Match Group, LLC, in the case of users originating from within the United States and Canada, and Match.com Global Services Limited, in the case of users originating from outside of the United States and Canada (each the "Company" or "Match.com").

By accessing the Match.com or Chemistry.com website, including through a mobile application, (the "Website") you agree to be bound by these Terms of Use (this "Agreement"), whether or not you register as a member of Match.com. If you wish to become a member and make use of the Match.com service (the "Service"), please read these Terms of Use. The term "Website" is deemed to refer to using of the Service by means of a computer, a mobile device or a mobile application.

You should also read the [Match.com Privacy Policy](#), which is incorporated by reference into this Agreement and available on the Website. If you do not accept and agree to be bound by all of the terms of this Agreement, including the Match.com Privacy Policy, do not use the Website or the Service. Please contact us with any questions regarding this Agreement.

### 1. Acceptance of Terms of Use Agreement.

- a. This Agreement is an electronic contract that establishes the legally binding terms you must accept to use the Website and to become a "Member." For purposes of this Agreement, the term "**Member**" means a person who provides information to the Company on the Website or to participate in the Service in any manner, whether such person uses the Service as a free member or a subscriber. You acknowledge and agree that Members of Match.com or Chemistry.com may be part an online community that includes other websites owned by the Company or its affiliates. Therefore, profiles on the Website may be viewable on other such websites and paying subscribers of one website may be able to communicate with other paying subscribers on all websites. This Agreement includes the Company's (i) Privacy Policy, (ii) our [Dating Safety Tips](#) published on the Website and (iii) terms disclosed and agreed to by you if you become a subscriber or if you purchase or accept additional features, products or services we offer on the Website, such as state-specific terms and terms governing features, billing, free trials, discounts and promotions.
- b. By accessing the Website or using the Service, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein and consent to have this Agreement and all notices provided to you in electronic form. Please print a copy of this Agreement for your records. To receive a non-electronic copy of this Agreement, please [Contact Us](#) or send a letter and self-addressed stamped envelope with sufficient postage to: Match.com, P.O. Box 25458, Dallas, Texas 75225. This Agreement may be modified by the Company from time to time, such modifications to be effective upon posting by the Company on the Website.
- c. By using the Service, you consent to receive this Agreement in electronic form by using the Service. To withdraw this consent, you must cease using the Service and terminate your account.

### 2. Eligibility.

You must be at least 18 years of age to access and use the Service. You must also be single or separated from your spouse to use the Service. Any use of the Service is void where prohibited. By accessing and using the Website, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. If you become a Member, you represent and warrant that you have never been convicted of or pled no contest to a felony, a sex crime, or any crime involving violence, and that you are not required to register as a sex offender with any government entity. Using the Service may be prohibited or restricted in certain countries. If you use the Service from outside of the United States, you are responsible for complying with the laws and regulations of the territory from which you access or use the Website or Service.

### 3. Membership and Subscription.

You may register as a Member at no cost. As a Member, you may use some, but not all, of the features and services available within the Service. To access or use additional features and services, including the ability to communicate with other Members that are subscribers, you must become a paying subscriber to the Service. The subscription policies that are disclosed to you when you subscribe to the Service are a part of this Agreement. Absent special offers, you acknowledge and agree that if you are (i) not a subscriber, you will not be able to use all the features and services available within the Service, including communicating with other Members, and (ii) a subscriber, non-subscribing Members will not be able to use the Service to communicate with you. A Member profile (both subscribers and non-subscribers) may remain posted on the Website even if that Member is not actively using the Service. You acknowledge that although a Member's profile may be viewed, you may not (even as a subscriber) be able to use the Service to communicate with that Member if he or she is not then actively using the Service.

### 4. Term and Termination.

a. This Agreement will remain in full force and effect while you use the Service and/or are a Member.

Case 3:19-cv-02281-K Document 109-1 Filed 05/20/22 Page 12 of 75 PageID 1056

- b. You may change or cancel your membership at any time, for any reason, by following the instructions on the "change/ cancel membership" or similar page on your "Account Settings" page. You may change or cancel your subscription at any time online by following the instructions on the "Subscription" page on your "Account Settings" page. You may also cancel your membership by sending the Company written notice of cancellation to Match.com, P.O. Box 25472, Dallas, Texas 75225 or by email notice of cancellation to [Customer Care](#). If you cancel your membership via the Website, we may ask you to provide a reason for your cancellation. If you cancel your subscription, the Company requires a reasonable amount of time to process the action. If you cancel a subscription, you will enjoy subscription benefits until the end of your then-current subscription commitment, following which your subscription benefits will expire. However, in no event will you be eligible for a refund of any portion of the subscription fees paid for the then-current subscription commitment. If you paid for your subscription using a multi-payment option, you must make all payments even if you cancel your subscription prior to the end of your then existing subscription commitment period.
- c. Canceling a subscription does not automatically cancel your membership. If you are a subscriber and you cancel your subscription but not your membership, unless you elect to hide your profile, you will continue to be a Member in the Service and others may view your profile. If you hide your profile, other Members will not be able to view your profile until you "unhide" your profile. If you cancel your membership, your profile will be removed, and other Members will not be able to view your profile. You will be able to use your current registration information to "unhide" your profile and reactivate your membership for one year. A Member can hide his or her profile or cancel his or her membership and remove their profile at any time by following the instructions contained on the "Account Settings" page on the Website.
- d. The Company may terminate or suspend your subscription and/or membership in the Service at any time without notice if the Company believes that you have breached this Agreement, including, but not limited to, by using the Website and Service for non-personal use, engaging in prohibited or inappropriate communications or activities, and any breach of your representations and warranties. Upon such termination or suspension, you will not be entitled to any refund of unused subscription fees and, if applicable, all unpaid subscription amounts and other fees you owe will immediately be due. The Company is not required to disclose, and may be prohibited by law from disclosing, the reason for the termination or suspension of your account.
- e. After your membership or subscription is terminated for any reason, all terms of this Agreement survive such termination, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.

#### 5. Non-commercial Use by Members.

The Website and Service is for personal use only. Members may not use the Service in connection with any commercial endeavors, such as (i) advertising or soliciting any user to buy or sell any products or services not offered by the Company, (ii) soliciting others to attend parties or other social functions, or networking, for commercial purposes, (iii) attempting to solicit or raise money for any purpose, or (iv) attempting to solicit users to visit a third-party site. Users of the Website may not use any information obtained from the Service to contact, advertise to, solicit, or sell to any other user without his or her prior explicit consent. Organizations, companies, and/or businesses may not use the Service or the Website for any purpose. The Company may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Website, including collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Website.

#### 6. Account Security.

You are responsible for maintaining the confidentiality of the username and password you designate during the registration process, and you are solely responsible for all activities that occur under your username and password. You agree to immediately notify the Company of any disclosure or unauthorized use of your username or password or any other breach of security, and ensure that you log out from your account at the end of each session.

#### 7. Your Interactions with Other Members.

- a. **YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. YOU UNDERSTAND THAT THE COMPANY CURRENTLY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS OR SCREENINGS ON ITS MEMBERS. THE COMPANY ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ALL OF ITS MEMBERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS MEMBERS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF MEMBERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE MEMBERS. THE COMPANY RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES), AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.**
- b. **The Company is not responsible for the conduct of any Member. As noted in and without limiting Sections 16 and 18 below, in no event shall the Company, its affiliates or its partners be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Website or Service including, without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other Members or persons you meet through the Service.** You agree to take all necessary precautions in all interactions with other Members, particularly if you decide to communicate off the Website or meet in person, or if you decide to send money to another Member. **In addition, you agree to review and follow the Company's [Dating Safety Tips](#), located on the Website, prior to using the Service.** You understand that the Company makes no guarantees, either express or implied, regarding your ultimate compatibility with individuals you meet through the Service. You should not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other Members.

#### 8. Proprietary Rights.

Case 3:19-cv-02281-J Document 109-1 Filed 05/20/22 Page 13 of 75 PageID 1057

The Company owns and retains all proprietary rights in the Website and the Service, and in all content, trademarks, trade names, service marks and other intellectual property rights in and to the Website and the Service, including all content, trademarks, trade names, service marks and other intellectual property rights in and to the Website and the Service, without first obtaining the prior written consent of the Company or, if such property is not owned by the Company, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

## 9. Content Posted by You on the Website.

- a. You are solely responsible for the content and information that you post, upload, publish, link to, transmit, record, display or otherwise make available (hereinafter, "**post**") on the Service or transmit to other Members, including emails, videos (including streaming videos), photographs, voice notes, recordings or profile text, whether publicly posted or privately transmitted (collectively, "**Content**"). You may not post on the Website or as part of the Service, or transmit to the Company or any other Member (either on or off the Website), any offensive, inaccurate, abusive, obscene, profane, sexually oriented, threatening, intimidating, harassing, rude, vulgar, derogatory, sexist, defamatory, insulting, racially offensive, or illegal material, or any material that infringes or violates another person's rights (including intellectual property rights, and rights of privacy and publicity). You represent and warrant that all information that you submit upon registration is accurate and truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, misleading or false.
- b. You understand and agree that the Company may, but is not obligated to, monitor or review any Content you post on the Website or as part of a Service. The Company may delete any Content, in whole or in part, that in the sole judgment of the Company violates this Agreement or may harm the reputation of the Website or the Company. The Company may restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which we deem appropriate in our sole discretion.
- c. By posting Content on the Website or as part of the Service, you automatically grant to the Company, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid-up, worldwide right and license to (i) use, copy, store, perform, display, reproduce, record, play, adapt, modify and distribute the Content, (ii) prepare derivative works of the Content or incorporate the Content into other works, and (iii) grant and authorize sublicenses of the foregoing in any media now known or hereafter created. You represent and warrant that any posting and use of your Content by the Company will not infringe or violate the rights of any third party.
- d. In addition to the types of Content described in Section 9(a) above, the following is a partial list of the kind of Content that is prohibited on the Website or as part of the Service. You may not post, upload, display or otherwise make available Content (either on or off the Website) that:
  - a. constitutes or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - b. constitutes or advocates for harassment or intimidation of another person;
  - c. requests money from, or is intended to otherwise defraud, other users of the Website or Service;
  - d. involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming" (or "spimming", "phishing", "trolling" or similar activities);
  - e. promotes information that is false or misleading, or promotes illegal activities or conduct that is defamatory, libelous or otherwise objectionable;
  - f. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;
  - g. contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
  - h. contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
  - i. provides material that exploits people in a sexual, violent or other illegal manner, or solicits personal information from anyone under the age of 18;
  - j. provides instructional information about illegal activities such as making or buying illegal weapons or drugs, violating someone's privacy, or providing, disseminating or creating computer viruses;
  - k. contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
  - l. impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;
  - m. provides information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);
  - n. disrupts the normal flow of dialogue, causes a screen to "scroll" faster than other users are able to type, or otherwise negatively affects other users' ability to engage in real time exchanges;

- p. publicizes or promotes commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.

The Company reserves the right, in its sole discretion, to investigate and take appropriate legal action against anyone who violates this provision, including removing the offending communication from the Website or Service and terminating or suspending the membership of such violators.

- e. Your use of the Website and Service, including all Content you post through the Service, must comply with all applicable laws and regulations. You agree that the Company may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Website in the future; or (v) protect the rights, property or personal safety of the Company or any other person.
- f. You may not post any telephone numbers, street addresses, last names, URLs or email addresses in areas of your Member profile that may be viewed by other Members. You agree that any Content you place on the Website to be viewed by other Members may be viewed by any person visiting the Website or participating in the Service.

#### 10. Prohibited Activities.

The Company reserves the right to investigate and/or TERMINATE your membership if you have misused the Service or behaved in a way the Company regards as inappropriate or unlawful, including actions or communications that occur off the Website. The following, in addition to the actions prohibited in Section 9(d) above, is a partial list of the type of actions that you may not engage in with respect to the Service. You will not:

- impersonate any person or entity, or misrepresent facts about any person or entity.
- solicit money, goods, or other property from any Members.
- post any Content or act in any manner that is prohibited by Section 9.
- "stalk", abuse, use profanity, send sexually oriented communication, threaten, intimidate, act in a rude, vulgar, sexist, or derogatory manner, defame, insult, make racially offensive statements, publish illegal material, or otherwise harass any person.
- express or imply that any statements you make are endorsed by the Company without our specific prior written consent.
- ask or use Members to conceal the identity, source, or destination of any illegally gained money or products.
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Website, Service or its contents.
- collect usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website.
- interfere with or disrupt the Service or the Website or the servers or networks connected to the Service or the Website.
- email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Website or Service (either directly or indirectly through use of third party software).
- "frame" or "mirror" any part of the Service or the Website, without the Company's prior written authorization.
- use meta tags or code or other devices containing any reference to the Company, the Website or the Service (or any trademark, trade name, service mark, logo or slogan of the Company) to direct any person to any other website for any purpose.
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service or the Website or any software used on or for the Service or the Website, or cause others to do so.
- post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any content or information obtained from the Website or the Service other than solely in connection with your use of the Service in accordance with this Agreement.

#### 11. Customer Service.

The Company provides assistance and guidance through its customer care representatives. When communicating with our customer care representatives (whether over the telephone, or via email or letter), you agree to not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or to not otherwise behave inappropriately. Telephone calls between you and our customer care representatives may be recorded for quality assurance purposes, and by calling or communicating with our representatives you agree that your call may be recorded. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your membership and you will not be entitled to any refund of unused subscription fees.



## 12. Subscriptions; Charges on Your Billing Account.

Case 3:19-cv-02281-K Document 109-1 Filed 05/20/22 Page 15 of 75 PageID 1059

- a. The Company bills you through an online account (your "**Billing Account**") for use of the Service. You agree to pay the Company all charges at the prices you agreed to for any use of the Service by you or other persons (including your agents) using your Billing Account, and you authorize the Company to charge your chosen payment provider (your "**Payment Method**") for the Service. You agree to make payment using that selected Payment Method. The Company may correct any billing errors or mistakes that it makes even if it has already requested or received payment. This Section 12 includes any agreements you made with the Company on the Website when becoming a Member or subscribing to the Service. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, the Company may in its discretion terminate your account immediately. If the Company successfully disputes the reversal, and the reversed funds are returned, you are not entitled to a refund or to have your account or subscription reinstated.
- b. Your subscription will continue indefinitely until cancelled by you. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing. You agree that your account will be subject to this automatic renewal feature. If you do not wish your account to renew automatically, or if you want to change or terminate your subscription, please log in and go to "Account Settings" on the Website and follow the directions contained therein. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. By subscribing, you authorize the Company to charge your Payment Method now and again at the beginning of any subsequent subscription period. You also authorize the Company to charge you for any sales or similar taxes that may be imposed on your subscription payments. Upon the renewal of your subscription, if the Company does not receive payment from your Payment Method provider, you agree to pay all amounts due on your Billing Account upon demand and/or you agree that the Company may either terminate or suspend your subscription and continue to attempt to charge your Payment Method provider until payment is received (upon receipt of payment, your account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).
- c. You must provide current, complete and accurate information for your Billing Account. You must promptly update all information to keep your Billing Account current, complete and accurate (such as a change in billing address, card number or expiration date), and you must promptly notify the Company if your Payment Method is canceled (including if you lose your card or it is stolen), or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your name or password). Changes to such information can be made at "Account Settings" on the Website. If you fail to provide the Company any of the foregoing information, you agree that you are responsible for fees accrued under your Billing Account. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for you credit or debit card as provided by your credit or debit card issuer. You also authorize us to update your Payment Method to include any credit or debit card or other payment method provided by you to purchase any feature or service throughout your use of the Website or Service when automatically renewing your account, as set forth in Section 12(b).

## 13. Modifications to Service.

The Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Website or the Service (or any part thereof) with or without notice. You agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. To protect the integrity of the Website or the Service, the Company reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Website or Service.

## 14. Copyright Policy; Notice and Procedure for Making Claims of Copyright Infringement.

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Website (and such description must be reasonably sufficient to enable the Company to find the alleged infringing material, such as a url);
- your address, telephone number and email address;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice of claims of copyright infringement should be provided to the Company's Copyright Agent at [copyright@match.com](mailto:copyright@match.com) or the following address:

The Company will terminate the accounts of repeat infringers.

#### 15. Communications and Test Profiles.

When you become a Member, you agree and consent to receive email messages from us. These emails may be transactional or relationship communications relating to the Service, such as administrative notices and service announcements or changes, or emails containing commercial offers, promotions or special offers from us or third party partners. Please see the Company's Privacy Policy for more information regarding these communications. From time to time, employees of the Company (or its parent or affiliated companies) may create test dating profiles for the purpose of testing the functionality of our Service and website processes to improve service quality for our Members. Telephone calls between you and our customer care representatives may be recorded for quality assurance purposes.

#### 16. Disclaimers.

- a. You acknowledge and agree that neither the Company nor its affiliates and third party partners are responsible for and shall not have any liability, directly or indirectly, for any loss or damage, including personal injury or death, as a result of or alleged to be the result of (i) any incorrect or inaccurate Content posted on the Website or provided in connection with the Service, whether caused by Members or any of the equipment or programming associated with or utilized in the Website or Service; (ii) the timeliness, deletion or removal, incorrect delivery or failure to store any Content, communications or personalization settings; (iii) the conduct, whether online or offline, of any Member; (iv) any error, omission or defect in, interruption, deletion, alteration, delay in operation or transmission, theft or destruction of, or unauthorized access to, any user or Member communications; or (v) any problems, failure or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the Internet and/or in connection with the Service. **TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THE COMPANY PROVIDES THE WEBSITE AND THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE OR THE WEBSITE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, SECURE OR THAT ANY DEFECTS OR ERRORS ON THE WEBSITE OR IN THE SERVICE WILL BE CORRECTED.**
- b. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF DATA THAT RESULTS OR MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL. IF YOU DO NOT ACCEPT THIS LIMITATION OF LIABILITY, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SERVICE OR WEBSITE.
- c. From time to time, the Company may make third party opinions, advice, statements, offers, or other third party information or content available on the Website and/or through the Service. All third party content is the responsibility of the respective authors thereof and should not necessarily be relied upon. Such third party authors are solely responsible for such content. THE COMPANY DOES NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD PARTY CONTENT ON THE WEBSITE OR PROVIDED THROUGH THE SERVICE, OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY THAT APPEARS ON THE WEBSITE OR SERVICE. UNDER NO CIRCUMSTANCES WILL THE COMPANY OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE WEBSITE OR SERVICE, OR TRANSMITTED TO OR BY ANY MEMBERS.
- d. In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be posted on the Website or through the Service is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. The Company makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website or Service. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

#### 17. Links.

The Website may contain, and the Service or third parties may provide, advertisements and promotions offered by third parties and links to other web sites or resources. You acknowledge and agree that the Company is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, information, statements, advertising, goods or services, or other materials on or available from such websites or resources. Your correspondence or business dealings with, or participation in promotions of, third parties found on or through the Website or Service, including payment and delivery of related goods or services, and any



other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You further acknowledge that the Company and its representatives do not accept any liability for any damages or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, information, statements, advertising, goods or services or other materials available on or through any such website or resource.

18. **Limitation on Liability.**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, BUSINESS PARTNERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, RELIANCE, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE WEBSITE OR SERVICE OR THE TERMS OF THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

19. **Arbitration and Governing Law.**

- a. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof), the Service, or the Website shall be **BINDING ARBITRATION** administered by the American Arbitration Association under the Consumer Arbitration Rules. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against the Company in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.
- b. By using the Website or the Service in any manner, you agree to the above arbitration agreement. In doing so, **YOU GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). **YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING.** Your rights will be determined by a **NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY**, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our [Arbitration Procedures](#).
- c. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Dallas County, Texas. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.
- d. This Agreement, and any dispute between you and the Company, shall be governed by the laws of the state of Texas without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

20. **Indemnity by You.**

You agree to indemnify and hold the Company, its subsidiaries, and affiliates, and its and their officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of or failure to comply with this Agreement (including any breach of your representations and warranties contained herein), any postings or Content you post on the Website or as a result of the Service, and the violation of any law or regulation by you. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in connection therewith.

21. **Notice.**

The Company may provide you with notices, including those regarding changes to this Agreement, using any reasonable means now known or hereafter developed, including by email, regular mail, SMS, MMS, text message or postings on the Website. Such notices may not be received if you violate this Agreement by accessing the Service in an unauthorized manner. You agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.

22. **Entire Agreement; Other.**

This Agreement, with the Privacy Policy and any specific guidelines or rules that are separately posted for particular services or offers on the Website, contains the entire agreement between you and the Company regarding the use of the Website and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your online account is non-transferable and all of your rights to your profile or contents within your account terminate upon your death. No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind the Company in any manner.

23. **Amendment.**

This Agreement is subject to change by the Company at any time. If you are a non-subscribing Member at the time of any change, the revised terms will be effective upon posting on the Website and your use of the Service after such posting will constitute acceptance by you of the revised Agreement. If you are a subscribing Member at the time of any change, the then-existing Agreement will continue to govern

Case 3:19-cv-02281-K Document 1-9 Filed 05/20/22 Page 18 of 75 PageID 1062

your membership until such time that you renew your subscription as contemplated by Section 12. If you continue your subscription, your renewal will constitute acceptance by you of the terms of the Agreement. If you terminate your subscription, your use of the Service after your termination will constitute acceptance by you of the Agreement.

24. **Special State Terms.**

The following provisions are added to this Agreement for subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio and Wisconsin:

**You, the buyer, may cancel this agreement, without penalty or obligation, at any time prior to midnight of the third business day following the original date of this contract, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect. This notice shall be sent to: Match.com, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA (in addition, California and Ohio users may email us by clicking [here](#) or send a facsimile to 214-853-4309). Please include your match.com username and email address in any correspondence or your refund may be delayed. If you cancel, Match.com will return, within ten days of the date on which you give notice of cancellation, any payments you have made. If you send or deliver the notice to cancel your subscription agreement within such three day period, we will refund the full amount of your subscription.**

**In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the services of Match.com) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice at the same address as listed above.**

Please [Contact Us](#) with any questions regarding this agreement. Match.com is a trademark of Match Group, LLC

# EXHIBIT D

## Match.com Terms of Use Agreement

California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. If you subscribed using an External Service (e.g., Apple ID, Google Play), you must cancel through your External Service, as set forth in more detail in Section 8a. If you subscribed through your Apple ID, refunds are handled by Apple/Google, not Match. You can request a refund from Apple through your Apple ID account on your phone or at <https://getsupport.apple.com>. All other users may request a refund by contacting Match Customer Service at by clicking [here](#), or by mailing or delivering a signed and dated notice that states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include your name and the email address, phone number, or other unique identifier you used to sign up for your account. This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA. The Company's business is conducted, in part, at 8750 N. Central Expressway, Suite 1400, Dallas, TX 75205. You may have these terms of use e-mailed to you by sending a letter to Terms Inquiries, P.O. Box 25472, Dallas, Texas 75225, USA. In accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at Consumer Information Division, 1625 North Market Blvd., Suite N112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

***We have included brief summaries at the beginning of each section to make it easier for you to read and understand this agreement. The summaries do not replace the text of each section, and you should still read each section in its entirety.***

## 1. INTRODUCTION

***By accessing or using Match's services, you agree to be bound by these terms, including our [Privacy](#) and [Cookie](#) Policies, so it is important that you read this agreement carefully before you create an account. We may update the terms from time to time, so you should check this page regularly for updates.***

Welcome to Match, operated by Match Group, LLC, in the case of users originating from within the United States and Canada, and Match.com Global Services Limited, in the case of users originating from outside of the United States and Canada. As used in this Agreement, the terms "Match," "us," "we," the "Company", and "our" shall refer to Match Group, LLC and/or Match.com Global Services Limited, as appropriate.

By accessing or using our Services on match.com (the "Website"), the Match mobile application (the "App"), or any other platforms or services Match may offer (collectively, the "Service" or our "Services"), you agree to, and are bound by, these Terms of Use (the "Terms" or "Agreement"). This Agreement applies to anyone who accesses or uses our Services, regardless of registration or subscription status.

Your use of our Services is also subject to the [Privacy Policy](#), [Cookie Policy](#), and any terms disclosed and agreed to by you when you purchase additional features, products, or services from Match ("Additional Terms Upon Purchase"), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not use our Services.

We reserve the right to modify, amend, or change the Terms at any time. Notice of any material change will be posted on this page with an updated effective date. In certain circumstances, we may notify you of a change to the Terms via email or other means, as appropriate under the circumstances; however, you are responsible for regularly checking this page for notice of any changes. We agree that future changes will not be retroactive without your consent. Your continued use of our Services constitutes your acceptance of any change, and you will be legally bound by the updated Terms. If you do not accept a change to the terms, you should stop using our Services immediately.

## 2. ACCOUNT ELIGIBILITY; YOUR RESPONSIBILITIES

***Before you create an account on Match, make sure you are eligible to use our Services. This Section also details what you can and can't do when using the Services, as well as the rights you grant Match.***

**By using our Services, you represent and warrant that:**

1. You are at least 18 years old;
2. You are legally qualified to enter a binding contract with Match;
3. You are single or separated from your spouse;
4. You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country;
5. You are not on any list of individuals prohibited from conducting business with the United States;
6. You are not prohibited by law from using our services;

7. You have not have been convicted of or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving a minor;
8. You are not required to register as a sex offender with any state, federal or local sex offender registry;
9. You do not have more than one account on our Services; and
10. You have not previously been removed from our Services by us, unless you have our express written permission to create a new account.

If at any time you cease to meet these requirements, you must immediately delete your account.

**You agree to:**

- Comply with these Terms, and check this page from time to time to ensure you are aware of any change;
- Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
- Use the latest version of the Website and/or App;
- Treat other users in a courteous and respectful manner, both on and off our Services;
- Be respectful when communicating with any of our customer care representatives or other employees;
- Review the [Safety Tips](#);
- Maintain a strong password and take reasonable measures to protect the security of your login information.

**You agree that you will not:**

- Misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
- Use the Services in a way that damages the Services or prevents their use by other users;
- Use our Services in a way to interfere with, disrupt or negatively affect the platform, the servers, or our Services' networks;
- Use our Services for any harmful, illegal, or nefarious purpose;
- Harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any person;
- Post or share Prohibited Content (see below);
- Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission;
- Solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;
- Use another user's account;
- Use our Services in relation to fraud, a pyramid scheme, or other similar practice; or
- Violate the terms of the license granted to you by Match (see Section 6 below).
- Disclose private or proprietary information that you do not have the right to disclose;
- Copy, modify, transmit, distribute, or create any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Services without Match's prior written consent;
- Express or imply that any statements you make are endorsed by Match;
- Use any robot, crawler, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of our Services or its contents;
- Upload viruses or other malicious code or otherwise compromise the security of our Services;
- Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through our Services;
- "Frame" or "mirror" any part of our Services without Match's prior written authorization;
- Use meta tags or code or other devices containing any reference to Match or the platform (or any trademark, trade name, service mark, logo or slogan of Match) to direct any person to any other website for any purpose;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our Services, or cause others to do so;

- Use or develop any third-party applications that interact with our Services or Member Content or information without our written consent;
- Use, access, or publish the Match application programming interface without our written consent;
- Probe, scan or test the vulnerability of our Services or any system or network; or
- Encourage, promote, or agree to engage in any activity that violates these Terms.

#### **Prohibited Content—Match prohibits uploading or sharing content that:**

- Is likely to be deemed offensive or to harass, upset, embarrass, alarm or annoy any other person;
- Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;
- Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
- Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense;
- Is defamatory, libelous, or untrue;
- Relates to commercial activities (including, without limitation, sales, competitions, promotions, and advertising, solicitation for services, “sugar daddy” or “sugar baby” relationships, links to other websites or premium line telephone numbers);
- Involves the transmission of “junk” mail or “spam”;
- Contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from Match or otherwise;
- Infringes upon any third party’s rights (including, without limitation, intellectual property rights and privacy rights);
- Was not written by you or was automatically generated, unless expressly authorized by Match;
- Includes the image or likeness of another person without that person’s consent (or in the case of a minor, the minor’s parent or guardian), or is an image or likeness or a minor unaccompanied by the minor’s parent or guardian;
- Is inconsistent with the intended use of the Services; or
- May harm the reputation of Match or its affiliates.

The uploading or sharing of content that violates these terms (“Prohibited Content”) may result in the immediate suspension or termination of your account.

### **3. CONTENT**

***It is important that you understand your rights and responsibilities with regard to the content on our Services, including any content you provide or post. You are expressly prohibited from posting inappropriate content.***

While using our Services, you will have access to: (i) content that you upload or provide while using our Services (“Your Content”); (ii) content that other users upload or provide while using our Services (“Member Content”); and (iii) content that Match provides on and through our Services (“Our Content”). In this agreement, “content” includes, without limitation, all text, images, video, audio, or other material on our Services, including information on users’ profiles and in direct messages between users.

#### **3a. YOUR CONTENT**

***You are responsible for Your Content. Don’t share anything that you wouldn’t want others to see, that would violate this Agreement, or that may expose you or us to legal liability.***

You are solely responsible and liable for Your Content, and, therefore, you agree to indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content.

You represent and warrant to us that the information you provide to us or any other user is accurate, including any information submitted through Facebook or other third-party sources (if applicable), and that you will update your account information as necessary to ensure its accuracy.

The content included on your individual profile should be relevant to the intended use of our Services. You may not display any personal contact or banking information, whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email

Your individual profile will be visible to other people around the world, so be sure that you are comfortable sharing Your Content before you post. You acknowledge and agree that Your Content may be viewed by other users, and, notwithstanding these Terms, other users may share Your Content with third parties. By uploading Your Content, you represent and warrant to us that you have all necessary rights and licenses to do so and automatically grant us a license to use Your Content as provided under Section 7 below.

You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time in our sole discretion. Furthermore, you understand agree that we have no obligation to display or review Your Content.

### **3b. MEMBER CONTENT**

***While you will have access to Member Content, it is not yours and you may not copy or use Member Content for any purpose except as contemplated by these Terms.***

Other users will also share content on our Services. Member Content belongs to the user who posted the content and is stored on our servers and displayed at the direction of that user.

You do not have any rights in relation to Member Content, and you may only use Member Content to the extent that your use is consistent with our Services' purpose of allowing use to communicate with and meet one another. You may not copy the Member Content or use Member Content for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your account if you misuse Member Content.

### **3c. OUR CONTENT**

***Match owns all other content on our Services.***

Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Services is owned, controlled or licensed by us and protected by copyright, trademark and other intellectual property law rights. All rights, title, and interest in and to Our Content remains with us at all times.

We grant you a limited license to access and use Our Content as provided under Section 6 below, and we reserve all other rights.

## **4. INAPPROPRIATE CONTENT AND MISCONDUCT; REPORTING**

***Match does not tolerate inappropriate content or behavior on our Services.***

We are committed to maintaining a positive and respectful Match community, and we do not tolerate any inappropriate content or misconduct, whether on or off of the Services. We encourage you to report any inappropriate Member Content or misconduct by other users. You can report a user directly through the "Report a Concern" link on a user's profile or at the bottom of every email. You may also email Match Customer Service by clicking [here](#).

Member Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998. To submit a complaint regarding Member Content that may constitute intellectual property infringement, see Section 12 (Digital Millennium Copyright Act) below.

## **5. PRIVACY**

***Privacy is important to us. We have a separate policy about it that you should read.***

For information about how Match and its affiliates collect, use, and share your personal data, please read our [Privacy Policy](#). By using our Services, you agree that we may use your personal data in accordance with our [Privacy Policy](#).

## **6. RIGHTS YOU ARE GRANTED BY MATCH**

***Match grants you the right to use and enjoy our Services, subject to these Terms.***

## **7. RIGHTS YOU GRANT MATCH**

***You own all of the content you provide to Match, but you also grant us the right to use Your Content as provided in this Agreement.***



By creating an account, you grant to Match a worldwide, perpetual, transferable, sub-licensable, royalty-free right and license to host, store, use, copy, display, reproduce, distribute, and otherwise use, in whole or in part, and in any format or medium currently known or developed in the future. Match's license to Your Content shall be non-exclusive, except that Match's license shall be exclusive with respect to derivative works created through use of our Services. For example, Match would have an exclusive license to screenshots of our Services that include Your Content.

In addition, so that Match can prevent the use of Your Content outside of our Services, you authorize Match to act on your behalf with respect to infringing uses of Your Content taken from our Services by other users or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if Your Content is taken and used by third parties outside of our Services. Match is not obligated to take any action with regard to use of Your Content by other users or third parties. Match's license to Your Content is subject to your rights under applicable law (for example, laws regarding personal data protection to the extent the content contains personal information as defined by those laws).

In consideration for Match allowing you to use our Services, you agree that we, our affiliates, and our third-party partners may place advertising on our Services. By submitting suggestions or feedback to Match regarding our Services, you agree that Match may use and share such feedback for any purpose without compensating you.

You agree that Match may access, preserve, and disclose your account information, including Your Content, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

## 8. PURCHASES AND AUTOMATICALLY RENEWING SUBSCRIPTIONS

***You will have the opportunity to purchase products and services from Match. If you purchase a subscription, it will automatically renew—and you will be charged—until you cancel.***

Match may offer products and services for purchase through iTunes, Google Play or other external services authorized by Match (each, an "External Service," and any purchases made thereon, an "External Service Purchase"). Match may also offer products and services for purchase via credit card or other payment processors on the Website or inside the App ("Internal Purchases"). **If you purchase a subscription, it will automatically renew until you cancel, in accordance with the terms disclosed to you at the time of purchase, as further described below.** If you cancel your subscription, you will continue to have access to your subscription benefits until the end of your subscription period, at which point it will expire.

Because our Services may be utilized without a subscription, canceling your subscription does not remove your profile from our Services. If you wish to fully terminate your membership, you must terminate your membership as set forth in Section 9.

### 8a. EXTERNAL SERVICE PURCHASES AND SUBSCRIPTIONS

***External Service Purchases, including subscriptions, may be processed through the External Service, in which case those purchases must be managed through your External Service Account. Subscriptions automatically renew until you cancel.***

When making a purchase on the Service, you may have the option to pay through an External Service, such as with your Apple ID or Google account ("your External Service Account"), and your External Service Account will be charged for the purchase in accordance with the terms disclosed to you at the time of purchase and the general terms applicable to your External Service Account. Some External Services may charge you sales tax, depending on where you live, which may change from time to time.

**If your External Service Purchase includes an automatically renewing subscription, your External Service Account will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, the subscription will automatically continue for the price and time period you agreed to when subscribing.**

**To cancel a subscription:** If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you must log in to your External Service Account and follow instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the App from your device. For example, if you subscribed using your Apple ID, cancellation is handled by Apple, not Match. To cancel a purchase made with your Apple ID, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request assistance at <https://getsupport.apple.com>. Similarly, if you subscribed on Google Play, cancellation is handled by Google. To cancel a purchase made through Google Play, launch the Google Play app on your mobile device and go to Menu > My Apps > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request assistance at <https://play.google.com>. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

If you initiate a chargeback or otherwise reverse a payment made with your External Service Account, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other



## 8b. INTERNAL PURCHASES AND SUBSCRIPTIONS

***Internal Purchases, including subscriptions, are processed using the Payment Method you provide on the Website or App. Subscriptions automatically renew until you cancel.***

If you make an Internal Purchase, you agree to pay the prices displayed to you for the Services you've selected as well as any sales or similar taxes that may be imposed on your payments (and as may change from time to time), and you authorize Match to charge the payment method you provide (your "Payment Method"). Match may correct any billing errors or mistakes even if we have already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#).

**If your Internal Purchase includes an automatically renewing subscription, your Payment Method will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for the price and time period you agreed to when subscribing, until you cancel.**

**To cancel a subscription, log in to the Website and go to the Settings tool. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.**

You may edit your Payment Method information by using the Settings tool. If a payment is not successfully processed, due to expiration, insufficient funds, or otherwise, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates.

In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other provider of your chosen Payment Method. Certain users may be entitled to request a refund. See Section 8d below for more information.

## 8c. VIRTUAL ITEMS

***Virtual items are non-refundable and subject to certain conditions.***

From time to time, you may have the opportunity purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use or access special limited-use features such as "Boost" ("Virtual Item(s)") from Match. You may only purchase Virtual Items from us or our authorized partners through our Services. Virtual Items represent a limited license right governed by this Agreement, and, except as otherwise prohibited by applicable law, no title or ownership in or to Virtual Items is being transferred or assigned to you. This Agreement should not be construed as a sale of any rights in Virtual Items.

Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license. Virtual Items do not incur fees for non-use; however, the license granted to you in Virtual Items will terminate in accordance with the terms of this Agreement, on the earlier of when Match ceases providing our Services, or your account is otherwise closed or terminated.

Match, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and/or may distribute Virtual Items with or without charge. Match may manage, regulate, control, modify, or eliminate Virtual Items at any time, including taking actions that may impact the perceived value or purchase price, if applicable, of any Virtual Items. Match shall have no liability to you or any third party in the event that Match exercises any such rights. The transfer of Virtual Items is prohibited, and you shall not sell, redeem, or otherwise transfer Virtual Items to any person or entity. Virtual Items may only be redeemed through our Services.

ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH OUR SERVICES ARE FINAL AND NON-REFUNDABLE. YOU ACKNOWLEDGE THAT MATCH IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

## 8d. REFUNDS

***Generally, all purchases are nonrefundable. Special terms apply in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin.***

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

**Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed.** In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described below.

Purchases of Virtual Items are FINAL AND NON-REFUNDABLE.

If any of the above apply to you and you subscribed using your Apple ID, your refund requests are handled by Apple, not Match. To request a refund, please contact your External Service directly; for example using your Apple device, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Purchase History. Find the transaction and select "Report a Problem." You can also request a refund at <https://getsupport.apple.com>. For any other purchase, please contact Match Customer Service with your order number (see your confirmation email) by mailing or delivering a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include the email address or telephone number associated with your account along with your order number. This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA (California and Ohio users may also email us by clicking [here](#) or send a facsimile to 214-853-4309).

## 9. ACCOUNT TERMINATION

*If you no longer wish to use our Services, or if we terminate your account for any reason, here's what you need to know.*

You can delete your account at any time by logging into the Website, going to "Settings" (the gear/pencil icon in the top right corner), and following the instructions to cancel your membership. **However, you will need to cancel / manage any External Service Purchases through your External Service Account (e.g., iTunes, Google Play) to avoid additional billing.**

Match reserves the right to investigate and, if appropriate, suspend or terminate your account without a refund if you have violated these Terms, misused our Services, or behaved in a way that Match regards as inappropriate or unlawful, on or off our Services. We reserve the right to make use of any personal, technological, legal, or other means available to enforce the Terms, at any time without liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the Services.

If your account is terminated by you or by Match for any reason, these Terms continue and remain enforceable between you and Match, and you will not be entitled to any refund for purchases made. Your information will be maintained and deleted in accordance with our [Privacy Policy](#).

## 10. NO CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS

**Match does not conduct criminal background or identity verification checks on its users. Use your best judgment when interacting with others and check out our [Safety Tips](#).**

**YOU UNDERSTAND THAT MATCH DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS.** MATCH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. MATCH RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE MATCH TO CONDUCT—ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF THE COMPANY DECIDES TO CONDUCT ANY SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE THE COMPANY TO OBTAIN AND USE A CONSUMER REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS.

**YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS.** SEX OFFENDER SCREENINGS AND OTHER TOOLS DO NOT GUARANTEE YOUR SAFETY AND ARE NOT A SUBSTITUTE FOR FOLLOWING THE [SAFETY TIPS](#) AND OTHER SENSIBLE SAFETY PRECAUTIONS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. COMMUNICATIONS RECEIVED THROUGH THE SERVICE, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY MATCH, MAY RESULT FROM USERS ENGAGING WITH THE SERVICE FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR.

Though Match strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person.

## 11. DISCLAIMER

***Match's Services are provided "as is" and we do not make, and cannot make, any representations about the content or features of our Services.***

MATCH PROVIDES OUR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. MATCH DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE. FURTHERMORE, MATCH MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME; USERS' ABILITY OR DESIRE TO COMMUNICATE WITH OR MEET YOU, OR THE ULTIMATE COMPATIBILITY WITH OR CONDUCT BY USERS YOU MEET THROUGH THE SERVICES.

MATCH TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS, OR RECEIVES THROUGH OUR SERVICES NOR DOES MATCH TAKE ANY RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATE THROUGH MATCH. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK. MATCH IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, BUT WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION.

## 12. DIGITAL MILLENNIUM COPYRIGHT ACT

***We take copyright infringement very seriously. We ask you to help us to ensure we address it promptly and effectively.***

Match has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any Member Content or Our Content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to [copyright@match.com](mailto:copyright@match.com), by phone to 214-576-3272 or via mail to the following address: Copyright Compliance Department c/o Match Group Legal, 8750 N. Central Expressway, Dallas, Texas 75231.

Match will terminate the accounts of repeat infringers.

## 13. ADS AND THIRD-PARTY CONTENT

***Like many subscription-based services, there are ads on our websites.***

Our Services may contain advertisements and promotions offered by third parties and links to other websites or resources. Match may also provide non-commercial links or references to third parties within its content. Match is not responsible for the availability (or lack of availability) of any external websites or resources or their content. Furthermore, Match is not responsible for, and does not endorse, any products or services that may be offered by third-party websites or resources. If you choose to interact with the third parties made available through our Services, such party's terms will govern their relationship with you. Match is not responsible or liable for such third parties' terms or actions.

## 14. LIMITATION OF LIABILITY.

Case 3:19-cv-02281-K Document 109-1 Filed 05/20/22 Page 28 of 75 PageID 1072

*Match's liability is limited to the maximum extent by applicable law.*

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MATCH, ITS AFFILIATES, EMPLOYEES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (II) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICES; OR (III) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF MATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MATCH'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO MATCH FOR THE SERVICES WHILE YOU HAVE AN ACCOUNT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

## 15. DISPUTE RESOLUTION

*In the unlikely event that we have a legal dispute, here is what you need to know.*

If you are dissatisfied with our Services for any reason, please contact Match Customer Service first so that we can try to resolve your concerns without the need of outside assistance. If you choose to pursue a claim against Match, these terms will apply.

### 15a. ARBITRATION, CLASS-ACTION WAIVER, AND JURY WAIVER

*If you pursue a legal claim against Match, you agree to arbitration (with limited exceptions).*

1. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or our Services shall be BINDING ARBITRATION administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures, except as modified by our [Arbitration Procedures](#). The one exception to the exclusivity of arbitration is that either party has the right to bring an individual claim against the other in a small-claims court of competent jurisdiction, or, if filed in arbitration, the responding party may request that the dispute proceed in small claims court if the party's claim is within the jurisdiction of the small claims court. If the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed, and if requested after the appointment of the arbitrator, the arbitrator shall determine if the dispute should be decided in arbitration or if the arbitration should be administratively closed and decided in small claims court. Whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.
2. By using our Services in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our [Arbitration Procedures](#).
3. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Dallas County, Texas. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

## 15b. GOVERNING LAW

*Texas law and the Federal Arbitration Act will apply if there is a dispute (except where prohibited by law).*

Except where our arbitration agreement is prohibited by law, the laws of Texas, U.S.A., excluding Texas's conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or our Services. Notwithstanding the foregoing, the Arbitration Agreement in Section 15a above shall be governed by the Federal Arbitration Act. For the avoidance of doubt, the choice of Texas governing law shall not supersede any mandatory consumer protection legislation in such jurisdictions.

## 15c. VENUE

Case 3:19-cv-02281-K Document 109-1 Filed 05/20/22 Page 29 of 75 PageID 1073

***Any claims that are not submitted to arbitration for any reason must be litigated in Dallas County, Texas (except for claims brought in small claims court, or where prohibited by law).***

Except for claims that may be properly brought in a small claims court of competent jurisdiction in the county or other jurisdiction in which you reside or in Dallas County, Texas, all claims arising out of or relating to this Agreement, to our Services, or to your relationship with Match that for whatever reason are not submitted to arbitration will be litigated exclusively in the federal or state courts of Dallas County, Texas, U.S.A. You and Match consent to the exercise of personal jurisdiction of courts in the State of Texas and waive any claim that such courts constitute an inconvenient forum.

## 16. INDEMNITY BY YOU

***You agree to indemnify Match if a claim is made against Match due to your actions.***

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless Match, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of our Services, Your Content, Your conduct toward other users, or your breach of this Agreement.

## 17. ACCEPTANCE OF TERMS

***By using our Services, you accept the Terms of this Agreement.***

By using our Services, whether through a mobile device, mobile application, or computer, you agree to be bound by (i) these Terms, which we may amend from time to time, (ii) our [Privacy Policy](#) and [Cookie Policy](#), and (iii) any Additional Terms Upon Purchase. If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use our Services.

The section headings and summaries contained herein are inserted for convenience only and shall not be considered in interpreting any term or provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require. Any word both capitalized and uncapitalized will be deemed to have the same meaning.

## 18. ENTIRE AGREEMENT

***This Agreement supersedes any previous agreements or representations.***

These Terms, with the [Privacy Policy](#), [Cookie Policy](#), and any Additional Terms Upon Purchase, contain the entire agreement between you and Match regarding the use of our Services. The Terms supersede all previous agreements, representations, and arrangements between us, written or oral. If any provision of these Terms is held invalid, illegal, or otherwise unenforceable, the remainder of the Terms shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that your Match account is non-transferable and all of your rights to your account and its content terminate upon your death, unless otherwise provided by law. Any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms, and you may not make any representations on behalf of or bind Match in any manner.

## 19. SPECIAL STATE TERMS

***Special terms apply in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, Wisconsin***

For subscribers residing in New York:

- The Services do not guarantee any number of “referrals”—rather, the functionality of the Services is such that the subscriber can view as many profiles as he/she would like;
- Upon notice in writing and delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, subscribers may place their subscription on hold for up to one year;
- How your information is used and how you may access your information is set forth in our [Privacy Policy](#);
- You may review the New York Dating Service Consumer Bill of Rights [here](#);

For subscribers residing in North Carolina:

- You may review the North Carolina Buyer's Rights [here](#).

For subscribers residing in Illinois, New York, North Carolina, and Ohio :

- Our Services are widely available in the United States—if you believe that you have moved outside a location where we provide the Services, please contact us in writing delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, and we will work with you to provide alternative services or a refund.

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

**Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed.** In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described above in Section 8.

# EXHIBIT E



## Match.com Terms of Use Agreement

California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. If you subscribed using an External Service (e.g., Apple ID, Google Play), you must cancel through your External Service, as set forth in more detail in Section 8a. If you subscribed through your Apple ID, refunds are handled by Apple/Google, not Match. You can request a refund from Apple through your Apple ID account on your phone or at <https://getsupport.apple.com>. All other users may request a refund by contacting Match Customer Service at by clicking [here](#), or by mailing or delivering a signed and dated notice that states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include your name and the email address, phone number, or other unique identifier you used to sign up for your account. This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA. The Company's business is conducted, in part, at 8750 N. Central Expressway, Suite 1400, Dallas, TX 75205. You may have these terms of use e-mailed to you by sending a letter to Terms Inquiries, P.O. Box 25472, Dallas, Texas 75225, USA. In accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at Consumer Information Division, 1625 North Market Blvd., Suite N112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

***We have included brief summaries at the beginning of each section to make it easier for you to read and understand this agreement. The summaries do not replace the text of each section, and you should still read each section in its entirety.***

## 1. INTRODUCTION

***By accessing or using Match's services, you agree to be bound by these terms, including our [Privacy](#) and [Cookie](#) Policies, so it is important that you read this agreement carefully before you create an account. We may update the terms from time to time, so you should check this page regularly for updates.***

Welcome to Match, operated by Match Group, LLC, in the case of users originating from within the United States and Canada, and Match.com Global Services Limited, in the case of users originating from outside of the United States and Canada. As used in this Agreement, the terms "Match," "us," "we," the "Company", and "our" shall refer to Match Group, LLC and/or Match.com Global Services Limited, as appropriate.

By accessing or using our Services on match.com (the "Website"), the Match mobile application (the "App"), or any other platforms or services Match may offer (collectively, the "Service" or our "Services"), you agree to, and are bound by, these Terms of Use (the "Terms" or "Agreement"). This Agreement applies to anyone who accesses or uses our Services, regardless of registration or subscription status.

Your use of our Services is also subject to the [Privacy Policy](#), [Cookie Policy](#), and any terms disclosed and agreed to by you when you purchase additional features, products, or services from Match ("Additional Terms Upon Purchase"), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not use our Services.

We reserve the right to modify, amend, or change the Terms at any time. Notice of any material change will be posted on this page with an updated effective date. In certain circumstances, we may notify you of a change to the Terms via email or other means, as appropriate under the circumstances; however, you are responsible for regularly checking this page for notice of any changes. We agree that future changes will not be retroactive without your consent. Your continued use of our Services constitutes your acceptance of any change, and you will be legally bound by the updated Terms. If you do not accept a change to the terms, you should stop using our Services immediately.

## 2. ACCOUNT ELIGIBILITY; YOUR RESPONSIBILITIES

***Before you create an account on Match, make sure you are eligible to use our Services. This Section also details what you can and can't do when using the Services, as well as the rights you grant Match.***

**By using our Services, you represent and warrant that:**

1. You are at least 18 years old;
2. You are legally qualified to enter a binding contract with Match;
3. You are single or separated from your spouse;
4. You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country;
5. You are not on any list of individuals prohibited from conducting business with the United States;
6. You are not prohibited by law from using our services;



7. You have not have been convicted of or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving a minor;
8. You are not required to register as a sex offender with any state, federal or local sex offender registry;
9. You do not have more than one account on our Services; and
10. You have not previously been removed from our Services by us, unless you have our express written permission to create a new account.

If at any time you cease to meet these requirements, you must immediately delete your account.

**You agree to:**

- Comply with these Terms, and check this page from time to time to ensure you are aware of any change;
- Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
- Use the latest version of the Website and/or App;
- Treat other users in a courteous and respectful manner, both on and off our Services;
- Be respectful when communicating with any of our customer care representatives or other employees;
- Review the [Safety Tips](#);
- Maintain a strong password and take reasonable measures to protect the security of your login information.

**You agree that you will not:**

- Misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
- Use the Services in a way that damages the Services or prevents their use by other users;
- Use our Services in a way to interfere with, disrupt or negatively affect the platform, the servers, or our Services' networks;
- Use our Services for any harmful, illegal, or nefarious purpose;
- Harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any person;
- Post or share Prohibited Content (see below);
- Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission;
- Solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;
- Use another user's account;
- Use our Services in relation to fraud, a pyramid scheme, or other similar practice; or
- Violate the terms of the license granted to you by Match (see Section 6 below).
- Disclose private or proprietary information that you do not have the right to disclose;
- Copy, modify, transmit, distribute, or create any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Services without Match's prior written consent;
- Express or imply that any statements you make are endorsed by Match;
- Use any robot, crawler, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of our Services or its contents;
- Upload viruses or other malicious code or otherwise compromise the security of our Services;
- Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through our Services;
- "Frame" or "mirror" any part of our Services without Match's prior written authorization;
- Use meta tags or code or other devices containing any reference to Match or the platform (or any trademark, trade name, service mark, logo or slogan of Match) to direct any person to any other website for any purpose;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our Services, or cause others to do so;

- Use or develop any third-party applications that interact with our Services or Member Content or information without our written consent;
- Use, access, or publish the Match application programming interface without our written consent;
- Probe, scan or test the vulnerability of our Services or any system or network; or
- Encourage, promote, or agree to engage in any activity that violates these Terms.

**Prohibited Content—Match prohibits uploading or sharing content that:**

- Is likely to be deemed offensive or to harass, upset, embarrass, alarm or annoy any other person;
- Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;
- Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
- Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense;
- Is defamatory, libelous, or untrue;
- Relates to commercial activities (including, without limitation, sales, competitions, promotions, and advertising, solicitation for services, “sugar daddy” or “sugar baby” relationships, links to other websites or premium line telephone numbers);
- Involves the transmission of “junk” mail or “spam”;
- Contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from Match or otherwise;
- Infringes upon any third party’s rights (including, without limitation, intellectual property rights and privacy rights);
- Was not written by you or was automatically generated, unless expressly authorized by Match;
- Includes the image or likeness of another person without that person’s consent (or in the case of a minor, the minor’s parent or guardian), or is an image or likeness of a minor unaccompanied by the minor’s parent or guardian;
- Is inconsistent with the intended use of the Services; or
- May harm the reputation of Match or its affiliates.

The uploading or sharing of content that violates these terms (“Prohibited Content”) may result in the immediate suspension or termination of your account.

### 3. CONTENT

***It is important that you understand your rights and responsibilities with regard to the content on our Services, including any content you provide or post. You are expressly prohibited from posting inappropriate content.***

While using our Services, you will have access to: (i) content that you upload or provide while using our Services (“Your Content”); (ii) content that other users upload or provide while using our Services (“Member Content”); and (iii) content that Match provides on and through our Services (“Our Content”). In this agreement, “content” includes, without limitation, all text, images, video, audio, or other material on our Services, including information on users’ profiles and in direct messages between users.

#### 3a. YOUR CONTENT

***You are responsible for Your Content. Don’t share anything that you wouldn’t want others to see, that would violate this Agreement, or that may expose you or us to legal liability.***

You are solely responsible and liable for Your Content, and, therefore, you agree to indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content.

You represent and warrant to us that the information you provide to us or any other user is accurate, including any information submitted through Facebook or other third-party sources (if applicable), and that you will update your account information as necessary to ensure its accuracy.

The content included on your individual profile should be relevant to the intended use of our Services. You may not display any personal contact or banking information, whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email

Your individual profile will be visible to other people around the world, so be sure that you are comfortable sharing Your Content before you post. You acknowledge and agree that Your Content may be viewed by other users, and, notwithstanding these Terms, other users may share Your Content with third parties. By uploading Your Content, you represent and warrant to us that you have all necessary rights and licenses to do so and automatically grant us a license to use Your Content as provided under Section 7 below.

You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time in our sole discretion. Furthermore, you understand agree that we have no obligation to display or review Your Content.

### 3b. MEMBER CONTENT

***While you will have access to Member Content, it is not yours and you may not copy or use Member Content for any purpose except as contemplated by these Terms.***

Other users will also share content on our Services. Member Content belongs to the user who posted the content and is stored on our servers and displayed at the direction of that user.

You do not have any rights in relation to Member Content, and you may only use Member Content to the extent that your use is consistent with our Services' purpose of allowing use to communicate with and meet one another. You may not copy the Member Content or use Member Content for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your account if you misuse Member Content.

### 3c. OUR CONTENT

***Match owns all other content on our Services.***

Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Services is owned, controlled or licensed by us and protected by copyright, trademark and other intellectual property law rights. All rights, title, and interest in and to Our Content remains with us at all times.

We grant you a limited license to access and use Our Content as provided under Section 6 below, and we reserve all other rights.

## 4. INAPPROPRIATE CONTENT AND MISCONDUCT; REPORTING

***Match does not tolerate inappropriate content or behavior on our Services.***

We are committed to maintaining a positive and respectful Match community, and we do not tolerate any inappropriate content or misconduct, whether on or off of the Services. We encourage you to report any inappropriate Member Content or misconduct by other users. You can report a user directly through the "Report a Concern" link on a user's profile or at the bottom of every email. You may also email Match Customer Service by clicking [here](#).

Member Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998. To submit a complaint regarding Member Content that may constitute intellectual property infringement, see Section 12 (Digital Millennium Copyright Act) below.

## 5. PRIVACY

***Privacy is important to us. We have a separate policy about it that you should read.***

For information about how Match and its affiliates collect, use, and share your personal data, please read our [Privacy Policy](#). By using our Services, you agree that we may use your personal data in accordance with our [Privacy Policy](#).

## 6. RIGHTS YOU ARE GRANTED BY MATCH

***Match grants you the right to use and enjoy our Services, subject to these Terms.***

For as long as you comply with these Terms, Match grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use our Services for purposes as intended by Match and permitted by these Terms and applicable laws.

***You own all of the content you provide to Match, but you also grant us the right to use Your Content as provided in this Agreement.***

By creating an account, you grant to Match a worldwide, perpetual, transferable, sub-licensable, royalty-free right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, and distribute Your Content, including any information you authorize us to access from Facebook or other third-party source (if applicable), in whole or in part, and in any format or medium currently known or developed in the future. Match's license to Your Content shall be non-exclusive, except that Match's license shall be exclusive with respect to derivative works created through use of our Services. For example, Match would have an exclusive license to screenshots of our Services that include Your Content.

In addition, so that Match can prevent the use of Your Content outside of our Services, you authorize Match to act on your behalf with respect to infringing uses of Your Content taken from our Services by other users or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if Your Content is taken and used by third parties outside of our Services. Match is not obligated to take any action with regard to use of Your Content by other users or third parties. Match's license to Your Content is subject to your rights under applicable law (for example, laws regarding personal data protection to the extent the content contains personal information as defined by those laws).

In consideration for Match allowing you to use our Services, you agree that we, our affiliates, and our third-party partners may place advertising on our Services. By submitting suggestions or feedback to Match regarding our Services, you agree that Match may use and share such feedback for any purpose without compensating you.

You agree that Match may access, preserve, and disclose your account information, including Your Content, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

## 8. PURCHASES AND AUTOMATICALLY RENEWING SUBSCRIPTIONS

***You will have the opportunity to purchase products and services from Match. If you purchase a subscription, it will automatically renew—and you will be charged—until you cancel.***

Match may offer products and services for purchase through iTunes, Google Play or other external services authorized by Match (each, an "External Service," and any purchases made thereon, an "External Service Purchase"). Match may also offer products and services for purchase via credit card or other payment processors on the Website or inside the App ("Internal Purchases"). **If you purchase a subscription, it will automatically renew until you cancel, in accordance with the terms disclosed to you at the time of purchase, as further described below.** If you cancel your subscription, you will continue to have access to your subscription benefits until the end of your subscription period, at which point it will expire.

Because our Services may be utilized without a subscription, canceling your subscription does not remove your profile from our Services. If you wish to fully terminate your membership, you must terminate your membership as set forth in Section 9.

### 8a. EXTERNAL SERVICE PURCHASES AND SUBSCRIPTIONS

***External Service Purchases, including subscriptions, may be processed through the External Service, in which case those purchases must be managed through your External Service Account. Subscriptions automatically renew until you cancel.***

When making a purchase on the Service, you may have the option to pay through an External Service, such as with your Apple ID or Google account ("your External Service Account"), and your External Service Account will be charged for the purchase in accordance with the terms disclosed to you at the time of purchase and the general terms applicable to your External Service Account. Some External Services may charge you sales tax, depending on where you live, which may change from time to time.

**If your External Service Purchase includes an automatically renewing subscription, your External Service Account will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, the subscription will automatically continue for the price and time period you agreed to when subscribing.**

**To cancel a subscription:** If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you must log in to your External Service Account and follow instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the App from your device. For example, if you subscribed using your Apple ID, cancellation is handled by Apple, not Match. To cancel a purchase made with your Apple ID, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request assistance at <https://getsupport.apple.com>. Similarly, if you subscribed on Google Play, cancellation is handled by Google. To cancel a purchase made through Google Play, launch the Google Play app on your mobile device and go to Menu > My Apps > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request

If you initiate a chargeback or otherwise reverse a payment made with your External Service Account, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#). Match will retain all funds charged to your External Service Account until you cancel your subscription through your External Service Account. Certain users may be entitled to request a refund. See Section 8d below for more information.

## 8b. INTERNAL PURCHASES AND SUBSCRIPTIONS

***Internal Purchases, including subscriptions, are processed using the Payment Method you provide on the Website or App. Subscriptions automatically renew until you cancel.***

If you make an Internal Purchase, you agree to pay the prices displayed to you for the Services you've selected as well as any sales or similar taxes that may be imposed on your payments (and as may change from time to time), and you authorize Match to charge the payment method you provide (your "Payment Method"). Match may correct any billing errors or mistakes even if we have already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#).

If your Internal Purchase includes an automatically renewing subscription, your Payment Method will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for the price and time period you agreed to when subscribing, until you cancel.

To cancel a subscription, log in to the Website and go to the Settings tool. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

You may edit your Payment Method information by using the Settings tool. If a payment is not successfully processed, due to expiration, insufficient funds, or otherwise, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates.

In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other provider of your chosen Payment Method. Certain users may be entitled to request a refund. See Section 8d below for more information.

## 8c. VIRTUAL ITEMS

***Virtual items are non-refundable and subject to certain conditions.***

From time to time, you may have the opportunity purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use or access special limited-use features such as "Boost" ("Virtual Item(s)") from Match. You may only purchase Virtual Items from us or our authorized partners through our Services. Virtual Items represent a limited license right governed by this Agreement, and, except as otherwise prohibited by applicable law, no title or ownership in or to Virtual Items is being transferred or assigned to you. This Agreement should not be construed as a sale of any rights in Virtual Items.

Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license. Virtual Items do not incur fees for non-use; however, the license granted to you in Virtual Items will terminate in accordance with the terms of this Agreement, on the earlier of when Match ceases providing our Services, or your account is otherwise closed or terminated.

Match, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and/or may distribute Virtual Items with or without charge. Match may manage, regulate, control, modify, or eliminate Virtual Items at any time, including taking actions that may impact the perceived value or purchase price, if applicable, of any Virtual Items. Match shall have no liability to you or any third party in the event that Match exercises any such rights. The transfer of Virtual Items is prohibited, and you shall not sell, redeem, or otherwise transfer Virtual Items to any person or entity. Virtual Items may only be redeemed through our Services.

ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH OUR SERVICES ARE FINAL AND NON-REFUNDABLE. YOU ACKNOWLEDGE THAT MATCH IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

## 8d. REFUNDS

Case 3:19-cv-02281-K Document 109-1 Filed 05/20/22 Page 38 of 75 PageID 1082

**Generally, all purchases are nonrefundable. Special terms apply in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin.**

Generally, all purchases are final and nonrefundable, and there are no refunds or credits for partially used periods, except if the laws applicable in your jurisdiction provide for refunds.

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

**Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed.** In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described below.

Purchases of Virtual Items are FINAL AND NON-REFUNDABLE.

If any of the above apply to you and you subscribed using your Apple ID, your refund requests are handled by Apple, not Match. To request a refund, please contact your External Service directly; for example using your Apple device, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Purchase History. Find the transaction and select "Report a Problem." You can also request a refund at <https://getsupport.apple.com>. For any other purchase, please contact Match Customer Service with your order number (see your confirmation email) by mailing or delivering a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include the email address or telephone number associated with your account along with your order number. This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA (California and Ohio users may also email us by clicking [here](#) or send a facsimile to 214-853-4309).

## 9. ACCOUNT TERMINATION

***If you no longer wish to use our Services, or if we terminate your account for any reason, here's what you need to know.***

You can delete your account at any time by logging into the Website, going to "Settings" (the gear/pencil icon in the top right corner), and following the instructions to cancel your membership. **However, you will need to cancel / manage any External Service Purchases through your External Service Account (e.g., iTunes, Google Play) to avoid additional billing.**

Match reserves the right to investigate and, if appropriate, suspend or terminate your account without a refund if you have violated these Terms, misused our Services, or behaved in a way that Match regards as inappropriate or unlawful, on or off our Services. We reserve the right to make use of any personal, technological, legal, or other means available to enforce the Terms, at any time without liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the Services.

If your account is terminated by you or by Match for any reason, these Terms continue and remain enforceable between you and Match, and you will not be entitled to any refund for purchases made. Your information will be maintained and deleted in accordance with our [Privacy Policy](#).

## 10. NO CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS

***Match does not conduct criminal background or identity verification checks on its users. Use your best judgment when interacting with others and check out our [Safety Tips](#).***

**YOU UNDERSTAND THAT MATCH DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS.** MATCH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. MATCH RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE MATCH TO CONDUCT—ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF THE COMPANY DECIDES TO CONDUCT ANY SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE THE COMPANY TO OBTAIN AND USE A CONSUMER REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS.

**YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS.** SEX OFFENDER SCREENINGS AND OTHER TOOLS DO NOT GUARANTEE YOUR SAFETY AND ARE NOT A SUBSTITUTE FOR FOLLOWING THE [SAFETY TIPS](#) AND OTHER SENSIBLE SAFETY PRECAUTIONS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. COMMUNICATIONS RECEIVED THROUGH THE SERVICE, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY



Though Match strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person.

## 11. DISCLAIMER

***Match's Services are provided "as is" and we do not make, and cannot make, any representations about the content or features of our Services.***

MATCH PROVIDES OUR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. MATCH DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE. FURTHERMORE, MATCH MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME; USERS' ABILITY OR DESIRE TO COMMUNICATE WITH OR MEET YOU, OR THE ULTIMATE COMPATIBILITY WITH OR CONDUCT BY USERS YOU MEET THROUGH THE SERVICES.

MATCH TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS, OR RECEIVES THROUGH OUR SERVICES NOR DOES MATCH TAKE ANY RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATION THROUGH MATCH. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK. MATCH IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, BUT WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION.

## 12. DIGITAL MILLENNIUM COPYRIGHT ACT

***We take copyright infringement very seriously. We ask you to help us to ensure we address it promptly and effectively.***

Match has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any Member Content or Our Content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to [copyright@match.com](mailto:copyright@match.com), by phone to 214-576-3272 or via mail to the following address: Copyright Compliance Department c/o Match Group Legal, 8750 N. Central Expressway, Dallas, Texas 75231.

Match will terminate the accounts of repeat infringers.

## 13. ADS AND THIRD-PARTY CONTENT

***Like many subscription-based services, there are ads on our websites.***

Our Services may contain advertisements and promotions offered by third parties and links to other websites or resources. Match may also provide non-commercial links to references or third parties with whom Match has a relationship. Match is not responsible for the availability or lack of availability of any external websites or resources or their content. Furthermore, Match is not responsible for, and does not endorse, any products or services that may be offered by third-party websites or resources. If you choose to interact with the third parties made available through our Services, such party's terms will govern their relationship with you. Match is not responsible or liable for such third parties' terms or actions.

## 14. LIMITATION OF LIABILITY.

*Match's liability is limited to the maximum extent by applicable law.*

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MATCH, ITS AFFILIATES, EMPLOYEES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, (II) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICES; OR (III) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF MATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MATCH'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO MATCH FOR THE SERVICES WHILE YOU HAVE AN ACCOUNT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

## 15. DISPUTE RESOLUTION

*In the unlikely event that we have a legal dispute, here is what you need to know.*

If you are dissatisfied with our Services for any reason, please contact Match Customer Service first so that we can try to resolve your concerns without the need of outside assistance. If you choose to pursue a claim against Match, these terms will apply.

### 15a. ARBITRATION, CLASS-ACTION WAIVER, AND JURY WAIVER

*If you pursue a legal claim against Match, you agree to arbitration (with limited exceptions).*

1. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or our Services shall be BINDING ARBITRATION administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures, except as modified by our [Arbitration Procedures](#). The one exception to the exclusivity of arbitration is that either party has the right to bring an individual claim against the other in a small-claims court of competent jurisdiction, or, if filed in arbitration, the responding party may request that the dispute proceed in small claims court if the party's claim is within the jurisdiction of the small claims court. If the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed, and if requested after the appointment of the arbitrator, the arbitrator shall determine if the dispute should be decided in arbitration or if the arbitration should be administratively closed and decided in small claims court. Whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.
2. By using our Services in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our [Arbitration Procedures](#).
3. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Dallas County, Texas. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

### 15b. GOVERNING LAW



**Texas law and the Federal Arbitration Act will apply if there is a dispute (except where prohibited by law).**

Except where our arbitration agreement is prohibited by law, the laws of Texas, U.S.A., excluding Texas's conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or our Services. Notwithstanding the foregoing, the Arbitration Agreement in Section 15a above shall be governed by the Federal Arbitration Act. For the avoidance of doubt, the choice of Texas governing law shall not supersede any mandatory consumer protection legislation in such jurisdictions.

**15c. VENUE**

***Any claims that are not submitted to arbitration for any reason must be litigated in Dallas County, Texas (except for claims brought in small claims court, or where prohibited by law).***

Except for claims that may be properly brought in a small claims court of competent jurisdiction in the county or other jurisdiction in which you reside or in Dallas County, Texas, all claims arising out of or relating to this Agreement, to our Services, or to your relationship with Match that for whatever reason are not submitted to arbitration will be litigated exclusively in the federal or state courts of Dallas County, Texas, U.S.A. You and Match consent to the exercise of personal jurisdiction of courts in the State of Texas and waive any claim that such courts constitute an inconvenient forum.

**16. INDEMNITY BY YOU**

***You agree to indemnify Match if a claim is made against Match due to your actions.***

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless Match, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of our Services, Your Content, Your conduct toward other users, or your breach of this Agreement.

**17. ACCEPTANCE OF TERMS**

***By using our Services, you accept the Terms of this Agreement.***

By using our Services, whether through a mobile device, mobile application, or computer, you agree to be bound by (i) these Terms, which we may amend from time to time, (ii) our [Privacy Policy](#) and [Cookie Policy](#), and (iii) any Additional Terms Upon Purchase. If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use our Services.

The section headings and summaries contained herein are inserted for convenience only and shall not be considered in interpreting any term or provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require. Any word both capitalized and uncapitalized will be deemed to have the same meaning.

**18. ENTIRE AGREEMENT**

***This Agreement supersedes any previous agreements or representations.***

These Terms, with the [Privacy Policy](#), [Cookie Policy](#), and any Additional Terms Upon Purchase, contain the entire agreement between you and Match regarding the use of our Services. The Terms supersede all previous agreements, representations, and arrangements between us, written or oral. If any provision of these Terms is held invalid, illegal, or otherwise unenforceable, the remainder of the Terms shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that your Match account is non-transferable and all of your rights to your account and its content terminate upon your death, unless otherwise provided by law. Any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms, and you may not make any representations on behalf of or bind Match in any manner.

**19. SPECIAL STATE TERMS**

***Special terms apply in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, Wisconsin***

For subscribers residing in New York:

- The Services do not guarantee any number of “referrals”—rather, the functionality of the Services is such that the subscriber can view as many profiles as he/she would like;

- Case 3:19-cv-02281-K Document 109-1 Filed 05/20/22 Page 42 of 75 PageID 1086
- Upon notice in writing and delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, subscribers may place their subscription on hold for up to one year;
  - How your information is used and how you may access your information is set forth in our [Privacy Policy](#);
  - You may review the New York Dating Service Consumer Bill of Rights [here](#);

For subscribers residing in North Carolina:

- You may review the North Carolina Buyer's Rights [here](#).

For subscribers residing in Illinois, New York, North Carolina, and Ohio :

- Our Services are widely available in the United States—if you believe that you have moved outside a location where we provide the Services, please contact us in writing delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, and we will work with you to provide alternative services or a refund.

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

**Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed.** In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described above in Section 8.

# EXHIBIT F

## Match.com Terms of Use Agreement

California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. If you subscribed using an External Service (e.g., Apple ID, Google Play), you must cancel through your External Service, as set forth in more detail in Section 8a. If you subscribed through your Apple ID, refunds are handled by Apple/Google, not Match. You can request a refund from Apple through your Apple ID account on your phone or at <https://getsupport.apple.com>. All other users may request a refund by contacting Match Customer Service at by clicking [here](#), or by mailing or delivering a signed and dated notice that states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include your name and the email address, phone number, or other unique identifier you used to sign up for your account. This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA. The Company's business is conducted, in part, at 8750 N. Central Expressway, Suite 1400, Dallas, TX 75205. You may have these terms of use e-mailed to you by sending a letter to Terms Inquiries, P.O. Box 25472, Dallas, Texas 75225, USA. In accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at Consumer Information Division, 1625 North Market Blvd., Suite N112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

***We have included brief summaries at the beginning of each section to make it easier for you to read and understand this agreement. The summaries do not replace the text of each section, and you should still read each section in its entirety.***

## 1. INTRODUCTION

***By accessing or using Match's services, you agree to be bound by these terms, including our [Privacy](#) and [Cookie](#) Policies, so it is important that you read this agreement carefully before you create an account. We may update the terms from time to time, so you should check this page regularly for updates.***

Welcome to Match, operated by Match Group, LLC, in the case of users originating from within the United States and Canada, and Match.com Global Services Limited, in the case of users originating from outside of the United States and Canada. As used in this Agreement, the terms "Match," "us," "we," the "Company", and "our" shall refer to Match Group, LLC and/or Match.com Global Services Limited, as appropriate.

By accessing or using our Services on match.com (the "Website"), the Match mobile application (the "App"), or any other platforms or services Match may offer (collectively, the "Service" or our "Services"), you agree to, and are bound by, these Terms of Use (the "Terms" or "Agreement"). This Agreement applies to anyone who accesses or uses our Services, regardless of registration or subscription status.

Your use of our Services is also subject to the [Privacy Policy](#), [Cookie Policy](#), and any terms disclosed and agreed to by you when you purchase additional features, products, or services from Match ("Additional Terms Upon Purchase"), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not use our Services.

We reserve the right to modify, amend, or change the Terms at any time. Notice of any material change will be posted on this page with an updated effective date. In certain circumstances, we may notify you of a change to the Terms via email or other means, as appropriate under the circumstances; however, you are responsible for regularly checking this page for notice of any changes. We agree that future changes will not be retroactive without your consent. Your continued use of our Services constitutes your acceptance of any change, and you will be legally bound by the updated Terms. If you do not accept a change to the terms, you should stop using our Services immediately.

## 2. ACCOUNT ELIGIBILITY; YOUR RESPONSIBILITIES

***Before you create an account on Match, make sure you are eligible to use our Services. This Section also details what you can and can't do when using the Services, as well as the rights you grant Match.***

**By using our Services, you represent and warrant that:**

1. You are at least 18 years old;
2. You are legally qualified to enter a binding contract with Match;
3. You are single or separated from your spouse;
4. You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country;
5. You are not on any list of individuals prohibited from conducting business with the United States;
6. You are not prohibited by law from using our services;

7. You have not have been convicted of or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence;
8. You are not required to register as a sex offender with any state, federal or local sex offender registry;
9. You do not have more than one account on our Services; and
10. You have not previously been removed from our Services by us, unless you have our express written permission to create a new account.

If at any time you cease to meet these requirements, you must immediately delete your account.

**You agree to:**

- Comply with these Terms, and check this page from time to time to ensure you are aware of any change;
- Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
- Use the latest version of the Website and/or App;
- Treat other users in a courteous and respectful manner, both on and off our Services;
- Be respectful when communicating with any of our customer care representatives or other employees;
- Review the [Safety Tips](#);
- Maintain a strong password and take reasonable measures to protect the security of your login information.

**You agree that you will not:**

- Misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
- Use the Services in a way that damages the Services or prevents their use by other users;
- Use our Services in a way to interfere with, disrupt or negatively affect the platform, the servers, or our Services' networks;
- Use our Services for any harmful, illegal, or nefarious purpose;
- Harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any person;
- Post or share Prohibited Content (see below);
- Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission;
- Solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;
- Use another user's account;
- Use our Services in relation to fraud, a pyramid scheme, or other similar practice; or
- Violate the terms of the license granted to you by Match (see Section 6 below).
- Disclose private or proprietary information that you do not have the right to disclose;
- Copy, modify, transmit, distribute, or create any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Services without Match's prior written consent;
- Express or imply that any statements you make are endorsed by Match;
- Use any robot, crawler, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of our Services or its contents;
- Upload viruses or other malicious code or otherwise compromise the security of our Services;
- Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through our Services;
- "Frame" or "mirror" any part of our Services without Match's prior written authorization;
- Use meta tags or code or other devices containing any reference to Match or the platform (or any trademark, trade name, service mark, logo or slogan of Match) to direct any person to any other website for any purpose;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our Services, or cause others to do so;

- Use or develop any third-party applications that interact with our Services or Member Content or information without our written consent;
- Use, access, or publish the Match application programming interface without our written consent;
- Probe, scan or test the vulnerability of our Services or any system or network; or
- Encourage, promote, or agree to engage in any activity that violates these Terms.

#### **Prohibited Content—Match prohibits uploading or sharing content that:**

- Is likely to be deemed offensive or to harass, upset, embarrass, alarm or annoy any other person;
- Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;
- Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
- Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense;
- Is defamatory, libelous, or untrue;
- Relates to commercial activities (including, without limitation, sales, competitions, promotions, and advertising, solicitation for services, “sugar daddy” or “sugar baby” relationships, links to other websites or premium line telephone numbers);
- Involves the transmission of “junk” mail or “spam”;
- Contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from Match or otherwise;
- Infringes upon any third party’s rights (including, without limitation, intellectual property rights and privacy rights);
- Was not written by you or was automatically generated, unless expressly authorized by Match;
- Includes the image or likeness of another person without that person’s consent (or in the case of a minor, the minor’s parent or guardian), or is an image or likeness of a minor unaccompanied by the minor’s parent or guardian;
- Is inconsistent with the intended use of the Services; or
- May harm the reputation of Match or its affiliates.

The uploading or sharing of content that violates these terms (“Prohibited Content”) may result in the immediate suspension or termination of your account.

### **3. CONTENT**

***It is important that you understand your rights and responsibilities with regard to the content on our Services, including any content you provide or post. You are expressly prohibited from posting inappropriate content.***

While using our Services, you will have access to: (i) content that you upload or provide while using our Services (“Your Content”); (ii) content that other users upload or provide while using our Services (“Member Content”); and (iii) content that Match provides on and through our Services (“Our Content”). In this agreement, “content” includes, without limitation, all text, images, video, audio, or other material on our Services, including information on users’ profiles and in direct messages between users.

#### **3a. YOUR CONTENT**

***You are responsible for Your Content. Don’t share anything that you wouldn’t want others to see, that would violate this Agreement, or that may expose you or us to legal liability.***

You are solely responsible and liable for Your Content, and, therefore, you agree to indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content.

You represent and warrant to us that the information you provide to us or any other user is accurate, including any information submitted through Facebook or other third-party sources (if applicable), and that you will update your account information as necessary to ensure its accuracy.

The content included on your individual profile should be relevant to the intended use of our Services. You may not display any personal contact or banking information, whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email

Your individual profile will be visible to other people around the world, so be sure that you are comfortable sharing Your Content before you post. You acknowledge and agree that Your Content may be viewed by other users, and, notwithstanding these Terms, other users may share Your Content with third parties. By uploading Your Content, you represent and warrant to us that you have all necessary rights and licenses to do so and automatically grant us a license to use Your Content as provided under Section 7 below.

You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time in our sole discretion. Furthermore, you understand agree that we have no obligation to display or review Your Content.

### 3b. MEMBER CONTENT

***While you will have access to Member Content, it is not yours and you may not copy or use Member Content for any purpose except as contemplated by these Terms.***

Other users will also share content on our Services. Member Content belongs to the user who posted the content and is stored on our servers and displayed at the direction of that user.

You do not have any rights in relation to Member Content, and you may only use Member Content to the extent that your use is consistent with our Services' purpose of allowing use to communicate with and meet one another. You may not copy the Member Content or use Member Content for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your account if you misuse Member Content.

### 3c. OUR CONTENT

***Match owns all other content on our Services.***

Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Services is owned, controlled or licensed by us and protected by copyright, trademark and other intellectual property law rights. All rights, title, and interest in and to Our Content remains with us at all times.

We grant you a limited license to access and use Our Content as provided under Section 6 below, and we reserve all other rights.

## 4. INAPPROPRIATE CONTENT AND MISCONDUCT; REPORTING

***Match does not tolerate inappropriate content or behavior on our Services.***

We are committed to maintaining a positive and respectful Match community, and we do not tolerate any inappropriate content or misconduct, whether on or off of the Services. We encourage you to report any inappropriate Member Content or misconduct by other users. You can report a user directly through the "Report a Concern" link on a user's profile or at the bottom of every email. You may also email Match Customer Service by clicking [here](#).

Member Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998. To submit a complaint regarding Member Content that may constitute intellectual property infringement, see Section 12 (Digital Millennium Copyright Act) below.

## 5. PRIVACY

***Privacy is important to us. We have a separate policy about it that you should read.***

For information about how Match and its affiliates collect, use, and share your personal data, please read our [Privacy Policy](#). By using our Services, you agree that we may use your personal data in accordance with our [Privacy Policy](#).

## 6. RIGHTS YOU ARE GRANTED BY MATCH

***Match grants you the right to use and enjoy our Services, subject to these Terms.***

For as long as you comply with these Terms, Match grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use our Services for purposes as intended by Match and permitted by these Terms and applicable laws.



## 7. RIGHTS YOU GRANT MATCH

Case 3:19-cv-02281-K Document 109-1 Filed 05/20/22 Page 48 of 75 PageID 1092

*You own all of the content you provide to Match, but you also grant us the right to use Your Content as provided in this Agreement.*

By creating an account, you grant to Match a worldwide, perpetual, transferable, sub-licensable, royalty-free right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, and distribute Your Content, including any information you authorize us to access from Facebook or other third-party source (if applicable), in whole or in part, and in any format or medium currently known or developed in the future. Match's license to Your Content shall be non-exclusive, except that Match's license shall be exclusive with respect to derivative works created through use of our Services. For example, Match would have an exclusive license to screenshots of our Services that include Your Content.

In addition, so that Match can prevent the use of Your Content outside of our Services, you authorize Match to act on your behalf with respect to infringing uses of Your Content taken from our Services by other users or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if Your Content is taken and used by third parties outside of our Services. Match is not obligated to take any action with regard to use of Your Content by other users or third parties. Match's license to Your Content is subject to your rights under applicable law (for example, laws regarding personal data protection to the extent the content contains personal information as defined by those laws).

In consideration for Match allowing you to use our Services, you agree that we, our affiliates, and our third-party partners may place advertising on our Services. By submitting suggestions or feedback to Match regarding our Services, you agree that Match may use and share such feedback for any purpose without compensating you.

You agree that Match may access, preserve, and disclose your account information, including Your Content, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

## 8. PURCHASES AND AUTOMATICALLY RENEWING SUBSCRIPTIONS

*You will have the opportunity to purchase products and services from Match. If you purchase a subscription, it will automatically renew—and you will be charged—until you cancel.*

Match may offer products and services for purchase through iTunes, Google Play or other external services authorized by Match (each, an "External Service," and any purchases made thereon, an "External Service Purchase"). Match may also offer products and services for purchase via credit card or other payment processors on the Website or inside the App ("Internal Purchases"). **If you purchase a subscription, it will automatically renew until you cancel, in accordance with the terms disclosed to you at the time of purchase, as further described below.** If you cancel your subscription, you will continue to have access to your subscription benefits until the end of your subscription period, at which point it will expire.

Because our Services may be utilized without a subscription, canceling your subscription does not remove your profile from our Services. If you wish to fully terminate your membership, you must terminate your membership as set forth in Section 9.

### 8a. EXTERNAL SERVICE PURCHASES AND SUBSCRIPTIONS

*External Service Purchases, including subscriptions, may be processed through the External Service, in which case those purchases must be managed through your External Service Account. Subscriptions automatically renew until you cancel.*

When making a purchase on the Service, you may have the option to pay through an External Service, such as with your Apple ID or Google account ("your External Service Account"), and your External Service Account will be charged for the purchase in accordance with the terms disclosed to you at the time of purchase and the general terms applicable to your External Service Account. Some External Services may charge you sales tax, depending on where you live, which may change from time to time.

**If your External Service Purchase includes an automatically renewing subscription, your External Service Account will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, the subscription will automatically continue for the price and time period you agreed to when subscribing.**

**To cancel a subscription:** If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you must log in to your External Service Account and follow instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the App from your device. For example, if you subscribed using your Apple ID, cancellation is handled by Apple, not Match. To cancel a purchase made with your Apple ID, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request assistance at <https://getsupport.apple.com>. Similarly, if you subscribed on Google Play, cancellation is handled by Google. To cancel a purchase made through Google Play, launch the Google Play app on your mobile device and go to Menu > My Apps > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request

If you initiate a chargeback or otherwise reverse a payment made with your External Service Account, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#). Match will retain all funds charged to your External Service Account until you cancel your subscription through your External Service Account. Certain users may be entitled to request a refund. See Section 8d below for more information.

## 8b. INTERNAL PURCHASES AND SUBSCRIPTIONS

***Internal Purchases, including subscriptions, are processed using the Payment Method you provide on the Website or App. Subscriptions automatically renew until you cancel.***

If you make an Internal Purchase, you agree to pay the prices displayed to you for the Services you've selected as well as any sales or similar taxes that may be imposed on your payments (and as may change from time to time), and you authorize Match to charge the payment method you provide (your "Payment Method"). Match may correct any billing errors or mistakes even if we have already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#).

If your Internal Purchase includes an automatically renewing subscription, your Payment Method will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for the price and time period you agreed to when subscribing, until you cancel.

To cancel a subscription, log in to the Website and go to the Settings tool. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

You may edit your Payment Method information by using the Settings tool. If a payment is not successfully processed, due to expiration, insufficient funds, or otherwise, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates.

In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other provider of your chosen Payment Method. Certain users may be entitled to request a refund. See Section 8d below for more information.

## 8c. VIRTUAL ITEMS

***Virtual items are non-refundable and subject to certain conditions.***

From time to time, you may have the opportunity purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use or access special limited-use features such as "Boost" ("Virtual Item(s)") from Match. You may only purchase Virtual Items from us or our authorized partners through our Services. Virtual Items represent a limited license right governed by this Agreement, and, except as otherwise prohibited by applicable law, no title or ownership in or to Virtual Items is being transferred or assigned to you. This Agreement should not be construed as a sale of any rights in Virtual Items.

Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license. Virtual Items do not incur fees for non-use; however, the license granted to you in Virtual Items will terminate in accordance with the terms of this Agreement, on the earlier of when Match ceases providing our Services, or your account is otherwise closed or terminated.

Match, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and/or may distribute Virtual Items with or without charge. Match may manage, regulate, control, modify, or eliminate Virtual Items at any time, including taking actions that may impact the perceived value or purchase price, if applicable, of any Virtual Items. Match shall have no liability to you or any third party in the event that Match exercises any such rights. The transfer of Virtual Items is prohibited, and you shall not sell, redeem, or otherwise transfer Virtual Items to any person or entity. Virtual Items may only be redeemed through our Services.

ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH OUR SERVICES ARE FINAL AND NON-REFUNDABLE. YOU ACKNOWLEDGE THAT MATCH IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

## 8d. REFUNDS

**Generally, all purchases are nonrefundable. Special terms apply in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin.**

Generally, all purchases are final and nonrefundable, and there are no refunds or credits for partially used periods, except if the laws applicable in your jurisdiction provide for refunds.

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

**Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed.** In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described below.

Purchases of Virtual Items are FINAL AND NON-REFUNDABLE.

If any of the above apply to you and you subscribed using your Apple ID, your refund requests are handled by Apple, not Match. To request a refund, please contact your External Service directly; for example using your Apple device, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Purchase History. Find the transaction and select "Report a Problem." You can also request a refund at <https://getsupport.apple.com>. For any other purchase, please contact Match Customer Service with your order number (see your confirmation email) by mailing or delivering a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include the email address or telephone number associated with your account along with your order number. This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA (California and Ohio users may also email us by clicking [here](#) or send a facsimile to 214-853-4309).

## 8e. INSTALLMENT PLAN CONDITIONS

***If you agree to make a purchase pursuant to the installment plan option, your purchase will be subject to these additional terms and conditions, including around eligibility, payment, and cancellation.***

By selecting the option to pay in four payments and clicking subscribe, in addition to the terms set forth above, you agree to the following additional terms that will govern your installment plan purchase:

1. **Eligibility.** To be eligible, you must be a Match member in good standing residing in the United States of America. This offer may not be available to every customer and may not be available for all Services Match offers. Match will not use a consumer credit report to determine your eligibility for this Agreement.
2. **Payment.** You authorize Match to charge the Payment Method selected on a periodic basis (as determined when you register). You will be charged the full price of the qualifying product you selected spread equally over one initial payment due at the time of purchase and three subsequent payments (provided, however, that if the full price is not evenly divisible by four, your final payment amount may be smaller). The three subsequent payments will be charged in the increments you selected as part of your subscription plan. No interest or finance charges apply to this installment plan purchase. Any interest, finance charges or fees assessed by the issuer of your Payment Method may still apply. You are personally responsible for any applicable state, federal or other taxes that may be associated with your purchase of Services unless noted otherwise.

You can choose to prepay your next schedule payment or the full remaining balance at any time by contacting [Customer Care](#).

3. **Match's right to Terminate.** If Match is not able to charge any payment to your Payment Method, Match reserves the right to pursue any remedy that is available to it, including the right to suspend or terminate your Match subscription and/or Match account. You agree that Match and its affiliates have no liability related to the exercise of these remedies.
4. **Cancellation Policy.** Except as otherwise set forth herein, your subscription purchased through your installment plan will continue until terminated, cancelled, or not renewed by you or Match, as further described in this Agreement. If not terminated, cancelled, or not renewed, your Membership will continue to renew with installment payments, until you cancel or change your payment options, via your Account Settings. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires. If you cancel your subscription prior to completing all payments due, unless otherwise required by applicable law, the remaining balance of the subscription will remain due and payable pursuant to the installment payment schedule you agreed to.

## 9. ACCOUNT TERMINATION

*If you no longer wish to use our Services, or if we terminate your account for any reason, here's what you need to know.*

Case 3:19-cv-02281-K Document 109-1 Filed 05/20/22 Page 51 of 75 PageID 1095

You can delete your account at any time by logging into the Website, going to “Settings” (the gear/pencil icon in the top right corner), and following the instructions to cancel your membership. **However, you will need to cancel / manage any External Service Purchases through your External Service Account (e.g., iTunes, Google Play) to avoid additional billing.**

Match reserves the right to investigate and, if appropriate, suspend or terminate your account without a refund if you have violated these Terms, misused our Services, or behaved in a way that Match regards as inappropriate or unlawful, on or off our Services. We reserve the right to make use of any personal, technological, legal, or other means available to enforce the Terms, at any time without liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the Services.

If your account is terminated by you or by Match for any reason, these Terms continue and remain enforceable between you and Match, and you will not be entitled to any refund for purchases made. Your information will be maintained and deleted in accordance with our [Privacy Policy](#).

## 10. NO CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS

*Match does not conduct criminal background or identity verification checks on its users. Use your best judgment when interacting with others and check out our [Safety Tips](#).*

**YOU UNDERSTAND THAT MATCH DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS.** MATCH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. MATCH RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE MATCH TO CONDUCT—ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF THE COMPANY DECIDES TO CONDUCT ANY SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE THE COMPANY TO OBTAIN AND USE A CONSUMER REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS.

**YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS.** SEX OFFENDER SCREENINGS AND OTHER TOOLS DO NOT GUARANTEE YOUR SAFETY AND ARE NOT A SUBSTITUTE FOR FOLLOWING THE [SAFETY TIPS](#) AND OTHER SENSIBLE SAFETY PRECAUTIONS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. COMMUNICATIONS RECEIVED THROUGH THE SERVICE, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY MATCH, MAY RESULT FROM USERS ENGAGING WITH THE SERVICE FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR.

Though Match strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person.

## 11. DISCLAIMER

*Match's Services are provided “as is” and we do not make, and cannot make, any representations about the content or features of our Services.*

MATCH PROVIDES OUR SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. MATCH DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE. FURTHERMORE, MATCH MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME; USERS' ABILITY OR DESIRE TO COMMUNICATE WITH OR MEET YOU, OR THE ULTIMATE COMPATIBILITY WITH OR CONDUCT BY USERS YOU MEET THROUGH THE SERVICES.

MATCH TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS, OR RECEIVES THROUGH OUR SERVICES NOR DOES MATCH TAKE ANY RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATION THROUGH MATCH. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK. MATCH IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, BUT WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION.

## 12. DIGITAL MILLENNIUM COPYRIGHT ACT

**We take copyright infringement very seriously. We ask you to help us to ensure we address it promptly and effectively.**

**Case 3:19-cv-02281-K Document 109-1 Filed 05/20/22 Page 52 of 75 PageID 1096**

Match has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any Member Content or Our Content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to [copyright@match.com](mailto:copyright@match.com), by phone to 214-576-3272 or via mail to the following address: Copyright Compliance Department c/o Match Group Legal, 8750 N. Central Expressway, Dallas, Texas 75231.

Match will terminate the accounts of repeat infringers.

### **13. ADS AND THIRD-PARTY CONTENT**

***Like many subscription-based services, there are ads on our websites.***

Our Services may contain advertisements and promotions offered by third parties and links to other websites or resources. Match may also provide non-commercial links or references to third parties within its content. Match is not responsible for the availability (or lack of availability) of any external websites or resources or their content. Furthermore, Match is not responsible for, and does not endorse, any products or services that may be offered by third-party websites or resources. If you choose to interact with the third parties made available through our Services, such party's terms will govern their relationship with you. Match is not responsible or liable for such third parties' terms or actions.

### **14. LIMITATION OF LIABILITY.**

***Match's liability is limited to the maximum extent by applicable law.***

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MATCH, ITS AFFILIATES, EMPLOYEES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (II) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICES; OR (III) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF MATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MATCH'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO MATCH FOR THE SERVICES WHILE YOU HAVE AN ACCOUNT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

### **15. DISPUTE RESOLUTION**

***In the unlikely event that we have a legal dispute, here is what you need to know.***

If you are dissatisfied with our Services for any reason, please contact Match Customer Service first so that we can try to resolve your concerns without the need of outside assistance. If you choose to pursue a claim against Match, these terms will apply.



*If you pursue a legal claim against Match, you agree to arbitration (with limited exceptions).*

1. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or our Services shall be BINDING ARBITRATION administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures, except as modified by our [Arbitration Procedures](#). The one exception to the exclusivity of arbitration is that either party has the right to bring an individual claim against the other in a small-claims court of competent jurisdiction, or, if filed in arbitration, the responding party may request that the dispute proceed in small claims court if the party's claim is within the jurisdiction of the small claims court. If the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed, and if requested after the appointment of the arbitrator, the arbitrator shall determine if the dispute should be decided in arbitration or if the arbitration should be administratively closed and decided in small claims court. Whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.
2. By using our Services in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our [Arbitration Procedures](#).
3. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Dallas County, Texas. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

15b. GOVERNING LAW

*Texas law and the Federal Arbitration Act will apply if there is a dispute (except where prohibited by law).*

Except where our arbitration agreement is prohibited by law, the laws of Texas, U.S.A., excluding Texas's conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or our Services. Notwithstanding the foregoing, the Arbitration Agreement in Section 15a above shall be governed by the Federal Arbitration Act. For the avoidance of doubt, the choice of Texas governing law shall not supersede any mandatory consumer protection legislation in such jurisdictions.

15c. VENUE

*Any claims that are not submitted to arbitration for any reason must be litigated in Dallas County, Texas (except for claims brought in small claims court, or where prohibited by law).*

Except for claims that may be properly brought in a small claims court of competent jurisdiction in the county or other jurisdiction in which you reside or in Dallas County, Texas, all claims arising out of or relating to this Agreement, to our Services, or to your relationship with Match that for whatever reason are not submitted to arbitration will be litigated exclusively in the federal or state courts of Dallas County, Texas, U.S.A. You and Match consent to the exercise of personal jurisdiction of courts in the State of Texas and waive any claim that such courts constitute an inconvenient forum.

16. INDEMNITY BY YOU

*You agree to indemnify Match if a claim is made against Match due to your actions.*

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless Match, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of our Services, Your Content, Your conduct toward other users, or your breach of this Agreement.

17. ACCEPTANCE OF TERMS

*By using our Services, you accept the Terms of this Agreement.*

By using our Services, whether through a mobile device, mobile application, or computer, you agree to be bound by (i) these Terms, which we may amend from time to time, (ii) our [Privacy Policy](#) and [Cookie Policy](#), and (iii) any Additional Terms Upon Purchase. If you do not accept and agree to be

bound by all of the terms of this Agreement, please do not use our Services.

The section headings and summaries contained herein are inserted for convenience only and shall not be considered in interpreting any term or provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require. Any word both capitalized and uncapitalized will be deemed to have the same meaning.

## 18. ENTIRE AGREEMENT

***This Agreement supersedes any previous agreements or representations.***

These Terms, with the [Privacy Policy](#), [Cookie Policy](#), and any Additional Terms Upon Purchase, contain the entire agreement between you and Match regarding the use of our Services. The Terms supersede all previous agreements, representations, and arrangements between us, written or oral. If any provision of these Terms is held invalid, illegal, or otherwise unenforceable, the remainder of the Terms shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that your Match account is non-transferable and all of your rights to your account and its content terminate upon your death, unless otherwise provided by law. Any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms, and you may not make any representations on behalf of or bind Match in any manner.

## 19. SPECIAL STATE TERMS

***Special terms apply in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, Wisconsin***

For subscribers residing in New York:

- The Services do not guarantee any number of “referrals”—rather, the functionality of the Services is such that the subscriber can view as many profiles as he/she would like;
- Upon notice in writing and delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, subscribers may place their subscription on hold for up to one year;
- How your information is used and how you may access your information is set forth in our [Privacy Policy](#);
- You may review the New York Dating Service Consumer Bill of Rights [here](#);

For subscribers residing in North Carolina:

- You may review the North Carolina Buyer’s Rights [here](#).

For subscribers residing in Illinois, New York, North Carolina, and Ohio :

- Our Services are widely available in the United States—if you believe that you have moved outside a location where we provide the Services, please contact us in writing delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, and we will work with you to provide alternative services or a refund.

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

**Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed.** In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described above in Section 8.



# EXHIBIT G

## Match.com Terms of Use Agreement

California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. If you subscribed using an External Service (e.g., Apple ID, Google Play), you must cancel through your External Service, as set forth in more detail in Section 8a. If you subscribed through your Apple ID, refunds are handled by Apple, not Match. You can request a refund from Apple through your Apple ID account on your phone or at <https://getsupport.apple.com>. All other users may request a refund by contacting Match Customer Service by clicking [here](#), or by mailing or delivering a signed and dated notice that states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include your name and the email address, phone number, or other unique identifier you used to sign up for your account.

This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA. The Company's business is conducted, in part, at 8750 N. Central Expressway, Suite 1400, Dallas, TX 75205. You may have these Terms of Use ("Terms") emailed to you by sending a letter to Terms Inquiries, P.O. Box 25472, Dallas, Texas 75225, USA. In accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at Consumer Information Division, 1625 North Market Blvd., Suite N112 Sacramento, CA 95834, or by telephone at (800) 952- 5210.

***We have included brief summaries at the beginning of each section to make it easier for you to read and understand this agreement. The summaries do not replace the text of each section, and you should still read each section in its entirety.***

## 1. INTRODUCTION

***By accessing or using Match's Services, you agree to be bound by this Terms of Use Agreement (the "Terms" or "Agreement"), including our [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#), so it is important that you read this Agreement and these policies and procedures carefully before you create an account.***

PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS IN SECTION 15 BELOW. THESE GOVERN THE MANNER IN WHICH CLAIMS WILL BE ADDRESSED BETWEEN YOU AND Match. THESE PROVISIONS INCLUDE A MANDATORY PRE-ARBITRATION INFORMAL DISPUTE RESOLUTION PROCESS, AN ARBITRATION AGREEMENT, SMALL CLAIMS COURT ELECTION, CLASS ACTION WAIVER, ADDITIONAL PROCEDURES FOR MASS ARBITRATION FILINGS, AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. IN ARBITRATION, THERE IS TYPICALLY LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

***We may update these Terms from time to time, so check this page regularly for updates.***

Welcome to Match, operated by Match Group, LLC, in the case of users originating from within the United States and Canada, and operated by Match.com Global Services Limited, in the case of users originating from outside of the United States and Canada. As used in this Agreement, the terms "Match," "us," "we," the "Company", and "our" shall refer to Match Group, LLC and/or Match.com Global Services Limited, as appropriate. Together you and Match may be referred to as the "Parties" or separately as "Party."

By accessing or using our Services on Match.com (the "Website"), the Match mobile application (the "App"), or any other platforms or services Match may offer (collectively, the "Service" or our "Services"), you agree to, and are bound by, this Agreement. This Agreement applies to anyone who accesses or uses our Services, regardless of registration or subscription status.

Your access and use of our Services is also subject to the [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#) and any terms disclosed and agreed to by you when you purchase additional features, products, or services from Match ("Additional Terms Upon Purchase"), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not access or use our Services.

We reserve the right to modify, amend, or change the Terms at any time. Notice of any material change will be posted on this page with an updated effective date. In certain circumstances, we may notify you of a change to the Terms via email or other means; however, you are responsible for regularly checking this page for any changes. Your continued access or use of our Services constitutes your ongoing consent to any changes, and as a result, you will be legally bound by the updated Terms. If you do not accept a change to the Terms, you must stop accessing or using our Services immediately.

## 2. ACCOUNT ELIGIBILITY; YOUR RESPONSIBILITIES

***Before you create an account on Match, make sure you are eligible to use our Services. This Section also details what you can and can't do when using the Services, as well as the rights you grant Match.***

1. You are at least 18 years old;
2. You are legally qualified to enter a binding contract with Match;
3. You are single or separated from your spouse;
4. You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country;
5. You are not on any list of individuals prohibited from conducting business with the United States;
6. You are not prohibited by law from using our Services;
7. You have not committed, been convicted of, or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence or a threat of violence, unless you have received clemency for a non-violent crime and we have determined that you are not likely to pose a threat to other users of our Services;
8. You are not required to register as a sex offender with any state, federal or local sex offender registry;
9. You do not have more than one account on our Services; and
10. You have not previously been removed from our Services or our affiliates' services by us or our affiliates, unless you have our express written permission to create a new account.

If at any time you cease to meet these requirements, all authorization to access our Services or systems is automatically revoked, and you must immediately delete your account.

**You agree to:**

- Comply with these Terms, and check this page from time to time to ensure you are aware of any changes;
- Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
- Use the latest version of the Website and/or App;
- Treat other users in a courteous and respectful manner, both on and off our Services;
- Be respectful when communicating with any of our customer care representatives or other employees;
- Review the [Safety Tips](#);
- Maintain a strong password and take reasonable measures to protect the security of your login information.

**You agree that you will not:**

- Misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
- Use the Services in a way that damages the Services or prevents their use by other users;
- Use our Services in a way to interfere with, disrupt or negatively affect the platform, the servers, or our Services' networks;
- Use our Services for any harmful, illegal, or nefarious purpose;
- Harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any person;
- Post or share Prohibited Content (see below);
- Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission;
- Solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;
- Use another user's account;
- Use our Services in relation to fraud, a pyramid scheme, or other similar practice; or
- Violate the terms of the license granted to you by Match (see Section 6 below).
- Disclose private or proprietary information that you do not have the right to disclose;

- Copy, modify, transmit, distribute, or create any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or intellectual property, or publish any information received through our Services without Match prior written consent;
- Express or imply that any statements you make are endorsed by Match;
- Use any robot, crawler, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of our Services or its contents;
- Upload viruses or other malicious code or otherwise compromise the security of our Services;
- Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through our Services;
- "Frame" or "mirror" any part of our Services without Match prior written authorization;
- Use meta tags or code or other devices containing any reference to Match or the platform (or any trademark, trade name, service mark, logo or slogan of Match) to direct any person to any other website for any purpose;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our Services, or cause others to do so;
- Use or develop any third-party applications that interact with our Services or Member Content or information without our written consent;
- Use, access, or publish the Match application programming interface without our written consent;
- Probe, scan or test the vulnerability of our Services or any system or network;
- Encourage, promote, or agree to engage in any activity that violates these Terms; or
- Create a new account after we suspend or terminate your account, unless you receive our express permission.

The license granted to you under these Terms and any authorization to access the Services is automatically revoked in the event that you do any of the above.

#### **Prohibited Content—Match prohibits uploading or sharing content that:**

- Is likely to be deemed offensive or to harass, upset, embarrass, alarm or annoy any other person;
- Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;
- Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
- Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense;
- Is defamatory, libelous, or untrue;
- Relates to commercial activities (including, without limitation, sales, competitions, promotions, and advertising, solicitation for services, "sugar daddy" or "sugar baby" relationships, links to other websites or premium line telephone numbers);
- Involves the transmission of "junk" mail or "spam";
- Contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from Match or otherwise;
- Infringes upon any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- Was not written by you or was automatically generated, unless expressly authorized by Match;
- Includes the image or likeness of another person without that person's consent (or in the case of a minor, the minor's parent or guardian), or is an image or likeness of a minor unaccompanied by the minor's parent or guardian;
- Is inconsistent with the intended use of the Services; or
- May harm the reputation of Match or its affiliates.

The uploading or sharing of content that violates these Terms ("Prohibited Content") may result in the immediate suspension or termination of your account.

### **3. CONTENT**

While using our Services, you will have access to: (i) content that you upload or provide while using our Services ("Your Content"); (ii) content that other users upload or provide while using our Services ("Member Content"); and (iii) content that Match provides on and through our Services ("Our Content"). In this agreement, "content" includes, without limitation, all text, images, video, audio, or other material on our Services, including information on users' profiles and in direct messages between users.

### 3A. YOUR CONTENT

***You are responsible for Your Content. Don't share anything that you wouldn't want others to see, that would violate this Agreement, or that may expose you or us to legal liability.***

You are solely responsible and liable for Your Content, and, therefore, you agree to indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content.

You represent and warrant to us that the information you provide to us or any other user is accurate, including any information submitted through Facebook or other third-party sources (if applicable), and that you will update your account information as necessary to ensure its accuracy.

The content included on your individual profile should be relevant to the intended use of our Services. You may not display any personal contact or banking information, whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details). If you choose to reveal any personal information about yourself to other users, you do so at your own risk. We encourage you to use caution in disclosing any personal information online.

Your individual profile will be visible to other people around the world, so be sure that you are comfortable sharing Your Content before you post. You acknowledge and agree that Your Content may be viewed by other users, and, notwithstanding these Terms, other users may share Your Content with third parties. By uploading Your Content, you represent and warrant to us that you have all necessary rights and licenses to do so and automatically grant us a license to use Your Content as provided under Section 7 below.

You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time in our sole discretion. Furthermore, you understand agree that we have no obligation to display or review Your Content.

### 3B. MEMBER CONTENT

***While you will have access to Member Content, it is not yours and you may not copy or use Member Content for any purpose except as contemplated by these Terms.***

Other users will also share content on our Services. Member Content belongs to the user who posted the content and is stored on our servers and displayed at the direction of that user.

You do not have any rights in relation to Member Content, and, unless expressly authorized by Match, you may only use Member Content to the extent that your use is consistent with our Services' purpose of allowing users to communicate with and meet one another. You may not copy the Member Content or use Member Content for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your account if you misuse Member Content.

### 3C. OUR CONTENT

***Match owns all other content on our Services.***

Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Services is owned, controlled or licensed by us and protected by copyright, trademark and other intellectual property law rights. All rights, title, and interest in and to Our Content remains with us at all times.

We grant you a limited license to access and use Our Content as provided under Section 6 below, and we reserve all other rights.

## 4. INAPPROPRIATE CONTENT AND MISCONDUCT; REPORTING

***Match does not tolerate inappropriate content or behavior on our Services.***

We are committed to maintaining a positive and respectful Match community, and we do not tolerate any inappropriate content or misconduct, whether on or off of the Services and/or our linked companies operated by or for us. We encourage you to report inappropriate Member Content or misconduct by other users. You can report a user directly through the "Report a Concern" link on a user's profile or at the bottom of every email. You may also email Match Customer Service by clicking [here](#).

As set forth in our [Privacy Policy](#), we may share data between our affiliates for the safety and security of our users and may take necessary actions if we believe you have violated these Terms, including banning you from our Services and/or our affiliates' services (such as Tinder, OkCupid, Plenty of Fish, Meetic, BlackPeopleMeet, LoveScout24, OurTime, Pairs, ParPerfeito, and Twoo; for more details, click [here](#)), and/or preventing you from creating new accounts. You understand and agree that we may not share information with you regarding your account if doing so would potentially impair the safety or privacy of our other users.

Member Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998. To submit a complaint regarding Member Content that may constitute intellectual property infringement, see Section 12 (Digital Millennium Copyright Act) below.

## 5. PRIVACY

***Privacy is important to us. We have a separate policy about it that you should read.***

For information about how Match and its affiliates collect, use, and share your personal data, please read our [Privacy Policy](#). By using our Services, you agree that we may use your personal data in accordance with our [Privacy Policy](#).

## 6. RIGHTS YOU ARE GRANTED BY MATCH

***Match grants you the right to use and enjoy our Services, subject to these Terms.***

For as long as you comply with these Terms, Match grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use our Services for purposes as intended by Match and permitted by these Terms and applicable laws. This license and any authorization to access the Service are automatically revoked in the event that you fail to comply with these Terms.

## 7. RIGHTS YOU GRANT MATCH

***You own all of the content you provide to Match, but you also grant us the right to use Your Content as provided in this Agreement.***

By creating an account, you grant to Match a worldwide, perpetual, transferable, sub-licensable, royalty-free right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, reformat, incorporate into other works, advertise, distribute and otherwise make available to the general public Your Content, including any information you authorize us to access from Facebook or other third-party sources (if applicable), in whole or in part, and in any way and in any format or medium currently known or developed in the future. Match's license to Your Content shall be non-exclusive, except that Match's license shall be exclusive with respect to derivative works created through use of our Services. For example, Match would have an exclusive license to screenshots of our Services that include Your Content.

In addition, so that Match can prevent the use of Your Content outside of our Services, you authorize Match to act on your behalf with respect to infringing uses of Your Content taken from our Services by other users or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if Your Content is taken and used by third parties outside of our Services. Match is not obligated to take any action with regard to use of Your Content by other users or third parties. Match's license to Your Content is subject to your rights under applicable law (for example, laws regarding personal data protection to the extent the content contains personal information as defined by those laws).

In consideration for Match allowing you to use our Services, you agree that we, our affiliates, and our third-party partners may place advertising on our Services. By submitting suggestions or feedback to Match regarding our Services, you agree that Match may use and share such feedback for any purpose without compensating you.

You agree that Match may access, preserve, and disclose your account information, including Your Content, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

## 8. PURCHASES AND AUTOMATICALLY RENEWING SUBSCRIPTIONS

***You will have the opportunity to purchase products and services from Match. If you purchase a subscription, it will automatically renew—and you will be charged—until you cancel.***

Match may offer products and services for purchase through iTunes, Google Play or other external services authorized by Match (each, an "External Service," and any purchase made through an "External Service Purchase"). Match may also offer products and services for purchase via credit card or other payment processors on the Website or inside the App ("Internal Purchases"). **If you purchase a subscription, it will automatically renew until you cancel, in accordance with the terms disclosed to you at the time of purchase, as further described below.** If you cancel your subscription, you will continue to have access to your subscription benefits until the end of your subscription period, at which point it will expire.

Because our Services may be utilized without a subscription, canceling your subscription does not remove your profile from our Services. If you wish to fully terminate your membership, you must terminate your membership as set forth in Section 9.

Match operates a global business, and our pricing varies by a number of factors. We frequently offer promotional rates - which can vary based on region, length of subscription, bundle size and more. We also regularly test new features and payment options.

## 8A. EXTERNAL SERVICE PURCHASES AND SUBSCRIPTIONS

***External Service Purchases, including subscriptions, may be processed through the External Service, in which case those purchases must be managed through your External Service Account. Subscriptions automatically renew until you cancel.***

When making a purchase on the Service, you may have the option to pay through an External Service, such as with your Apple ID or Google Play account ("your External Service Account"), and your External Service Account will be charged for the purchase in accordance with the terms disclosed to you at the time of purchase and the general terms applicable to your External Service Account. Some External Services may charge you sales tax, depending on where you live, which may change from time to time.

**If your External Service Purchase includes an automatically renewing subscription, your External Service Account will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, the subscription will automatically continue for the price and time period you agreed to when subscribing.**

***To cancel a subscription:*** If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you must log in to your External Service Account and follow instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the App from your device. For example, if you subscribed using your Apple ID, cancellation is handled by Apple, not Match. To cancel a purchase made with your Apple ID, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request assistance at <https://getsupport.apple.com>. Similarly, if you subscribed on Google Play, cancellation is handled by Google. To cancel a purchase made through Google Play, launch the Google Play app on your mobile device and go to Menu > My Apps > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request assistance at <https://play.google.com>. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

If you initiate a chargeback or otherwise reverse a payment made with your External Service Account, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#). Match will retain all funds charged to your External Service Account until you cancel your subscription through your External Service Account. Certain users may be entitled to request a refund. See Section 8d below for more information.

## 8B. INTERNAL PURCHASES AND SUBSCRIPTIONS

***Internal Purchases, including subscriptions, are processed using the Payment Method you provide on the Website or App. Subscriptions automatically renew until you cancel.***

If you make an Internal Purchase, you agree to pay the prices displayed to you for the Services you've selected as well as any sales or similar taxes that may be imposed on your payments (and as may change from time to time), and you authorize Match to charge the payment method you provide (your "Payment Method"). Match may correct any billing errors or mistakes even if we have already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#).

**If your Internal Purchase includes an automatically renewing subscription, your Payment Method will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for the price and time period you agreed to when subscribing, until you cancel.**

**To cancel a subscription, log in to the Website or App and go to the Settings tool. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.**

You may edit your Payment Method information by using the Settings tool. If a payment is not successfully processed, due to expiration, insufficient funds, or otherwise, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates.



In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be those in the Payment Method you selected. Match may be deemed to have agreed to bill you and the financial institution, credit card issuer, or other provider of your chosen Payment Method. Certain users may be entitled to request a refund. See Section 8d below for more information.

## 8C. VIRTUAL ITEMS

***Virtual items are non-refundable and subject to certain conditions.***

From time to time, you may have the opportunity to purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use or access special limited-use features such as "Boost" ("Virtual Item(s)") from Match. You may only purchase Virtual Items from us or our authorized partners through our Services. Virtual Items represent a limited license right governed by this Agreement, and, except as otherwise prohibited by applicable law, no title or ownership in or to Virtual Items is being transferred or assigned to you. This Agreement should not be construed as a sale of any rights in Virtual Items.

Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license. Virtual Items do not incur fees for non-use; however, the license granted to you in Virtual Items will terminate in accordance with the terms of this Agreement, on the earlier of when Match ceases providing our Services, or your account is otherwise closed or terminated.

Match, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and/or may distribute Virtual Items with or without charge. Match may manage, regulate, control, modify, or eliminate Virtual Items at any time, including taking actions that may impact the perceived value or purchase price, if applicable, of any Virtual Items. Match shall have no liability to you or any third party in the event that Match exercises any such rights. The transfer of Virtual Items is prohibited, and you shall not sell, redeem, or otherwise transfer Virtual Items to any person or entity. Virtual Items may only be redeemed through our Services.

ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH OUR SERVICES ARE FINAL AND NON-REFUNDABLE. YOU ACKNOWLEDGE THAT MATCH IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

## 8D. REFUNDS

***Generally, all purchases are nonrefundable. Special terms apply in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin.***

Generally, all purchases are final and nonrefundable, and there are no refunds or credits for partially used periods, except if the laws applicable in your jurisdiction provide for refunds.

For subscribers residing in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

**Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed.** In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the Company notice in the same manner as you request a refund as described below.

Purchases of Virtual Items are FINAL AND NON-REFUNDABLE.

If any of the above apply to you and you subscribed using your Apple ID, your refund requests are handled by Apple, not Match. To request a refund, please contact your External Service directly; for example using your Apple device, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Purchase History. Find the transaction and select "Report a Problem." You can also request a refund at <https://getsupport.apple.com>. For any other purchase, please contact Match Customer Service with your order number (see your confirmation email) by mailing or delivering a signed and dated notice which states that you, the buyer, are canceling this Agreement, or words of similar effect. Please also include the email address or telephone number associated with your account along with your order number. This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA (California and Ohio users may also email us by clicking [here](#) or send a facsimile to 214-853-4309).

## 8E. INSTALLMENT PLAN CONDITIONS

By selecting the option to pay in four payments and clicking subscribe, in addition to the terms set forth above, you agree to the following additional terms that will govern your installment plan purchase:

1. **Eligibility.** To be eligible, you must be a Match member in good standing residing in the United States of America. This offer may not be available to every customer and may not be available for all Services Match offers. Match will not use a consumer credit report to determine your eligibility for this Agreement.
2. **Payment.** You authorize Match to charge the Payment Method selected on a periodic basis (as determined when you register). You will be charged the full price of the qualifying product you selected spread equally over one initial payment due at the time of purchase and three subsequent payments (provided, however, that if the full price is not evenly divisible by four, your final payment amount may be smaller). The three subsequent payments will be charged in the increments you selected as part of your subscription plan. No interest or finance charges apply to this installment plan purchase. Any interest, finance charges or fees assessed by the issuer of your Payment Method may still apply. You are personally responsible for any applicable state, federal or other taxes that may be associated with your purchase of Services unless noted otherwise.

You can choose to prepay your next schedule payment or the full remaining balance at any time by contacting Customer Care.

3. **Match's right to Terminate.** If Match is not able to charge any payment to your Payment Method, Match reserves the right to pursue any remedy that is available to it, including the right to suspend or terminate your Match subscription and/or Match account. You agree that Match and its affiliates have no liability related to the exercise of these remedies.
4. **Cancellation Policy.** Except as otherwise set forth herein, your subscription purchased through your installment plan will continue until terminated, cancelled, or not renewed by you or Match, as further described in this Agreement. If not terminated, cancelled, or not renewed, your Membership will continue to renew with installment payments, until you cancel or change your payment options, via your Account Settings. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires. If you cancel your subscription prior to completing all payments due, unless otherwise required by applicable law, the remaining balance of the subscription will remain due and payable pursuant to the installment payment schedule you agreed to.

## 9. ACCOUNT TERMINATION

*If you no longer wish to use our Services, or if we terminate your account for any reason, here's what you need to know.*

You can delete your account at any time by logging into the Website or App, going to "Settings" (the gear/pencil icon in the top right corner), and following the instructions to cancel your membership. **However, you will need to cancel / manage any External Service Purchases through your External Service Account (e.g., iTunes, Google Play) to avoid additional billing.**

Match reserves the right to investigate and, if appropriate, suspend or terminate your account without a refund if Match believes that you have violated these Terms, misused our Services, or behaved in a way that Match regards as inappropriate or unlawful, on or off our Services. We reserve the right to make use of any personal, technological, legal, or other means available to enforce the Terms, at any time without liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the Services.

If your account is terminated by you or by Match for any reason, these Terms continue and remain enforceable between you and Match, and you will not be entitled to any refund for purchases made. Your information will be maintained and deleted in accordance with our [Privacy Policy](#).

## 10. NO CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS

**Match does not conduct criminal background or identity verification checks on its users. Use your best judgment when interacting with others and review our [Safety Tips](#).**

**YOU UNDERSTAND THAT MATCH DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS.** MATCH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. MATCH RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE MATCH TO CONDUCT—ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF THE COMPANY DECIDES TO CONDUCT ANY SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE THE COMPANY TO OBTAIN AND USE A CONSUMER REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. SEX OFFENDER SCREENINGS AND OTHER TOOLS DO NOT GUARANTEE YOUR SAFETY AND ARE NOT A SUBSTITUTE FOR FOLLOWING THE [SAFETY TIPS](#) AND OTHER SENSIBLE SAFETY

PRECAUTIONS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. ALWAYS LOCKS DOOR WHEN THROUGH THE SERVICE TO INCLUDE LOCKING DOOR. NOT BE CHASED BY MATCH, MAY RESULT FROM USERS ENGAGING WITH THE SERVICE FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR.

Though Match strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person.

## 11. DISCLAIMER

***Match's Services are provided "as is" and we do not make, and cannot make, any representations about the content or features of our Services.***

MATCH PROVIDES OUR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. MATCH DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE DISCOVERED OR CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE OR APPROPRIATE FOR YOUR PURPOSES. FURTHERMORE, MATCH MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME; USERS' ABILITY OR DESIRE TO COMMUNICATE WITH OR MEET YOU, OR THE ULTIMATE COMPATIBILITY WITH OR CONDUCT BY USERS YOU MEET THROUGH THE SERVICES.

MATCH ASSUMES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS, OR RECEIVES THROUGH OUR SERVICES; NOR DOES MATCH ASSUME ANY RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATE WITH THROUGH MATCH. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK. MATCH IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, BUT WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, HACKING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER DISRUPTION OR MALFUNCTION.

## 12. DIGITAL MILLENNIUM COPYRIGHT ACT

***We take copyright infringement very seriously. We ask you to help us to ensure we address it promptly and effectively.***

Match has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any Member Content or Our Content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to [copyright@match.com](mailto:copyright@match.com), by phone to 214-576-3272 or via mail to the following address: Copyright Compliance Department c/o Match Group Legal, 8750 N. Central Expressway, Dallas, Texas 75231.

Match will terminate the accounts of repeat infringers.

## 13. ADS AND THIRD-PARTY CONTENT

Our Services may contain advertisements and promotions offered by third parties and links to other websites or resources. Match may also provide non-commercial links or references to third parties within its content. Match is not responsible for the availability (or lack of availability) of any external websites or resources or their content. Furthermore, Match is not responsible for, and does not endorse, any products or services that may be offered by third-party websites or resources. If you choose to interact with the third parties made available through our Services, such party's terms will govern their relationship with you. Match is not responsible or liable for such third parties' terms or actions.

## 14. LIMITATION OF LIABILITY

*Match's liability is limited to the maximum extent allowed by applicable law.*

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MATCH, ITS AFFILIATES, EMPLOYEES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, FIXED, OR ENHANCED DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, (II) THE CONDUCT OR CONTENT OF ANY USERS OR THIRD PARTIES ON OR THROUGH ANY OF OUR AFFILIATES' SERVICES OR IN CONNECTION WITH THE SERVICES; OR (III) ANY UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF MATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MATCH'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO MATCH FOR THE SERVICES DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT YOU FIRST FILE A LAWSUIT, ARBITRATION OR ANY OTHER LEGAL PROCEEDING AGAINST MATCH, WHETHER STATUTORY, IN LAW OR IN EQUITY, IN ANY TRIBUNAL. THE DAMAGES LIMITATION SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE APPLIES (I) REGARDLESS OF THE GROUND UPON WHICH LIABILITY IS BASED (WHETHER DEFAULT, CONTRACT, TORT, STATUTE, OR OTHERWISE), (II) IRRESPECTIVE OF THE TYPE OF BREACH OF RIGHTS, PRIVILEGES, OR OBLIGATIONS, AND (III) WITH RESPECT TO ALL EVENTS, THE SERVICE, AND THIS AGREEMENT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

## 15. DISPUTE RESOLUTION SECTION

*In the unlikely event that we have a legal dispute, here is how the Parties agree to proceed, except where prohibited by applicable law.*

Any Subsection in this Dispute Resolution Section that is prohibited by law shall not apply to the users residing in that jurisdiction, including Subsections 15b, 15c, 15d, and 15e, which shall not apply to users residing within the European Union, European Economic Area, the United Kingdom, or Switzerland.

### 15A. INFORMAL DISPUTE RESOLUTION PROCESS

If you are dissatisfied with our Services for any reason, please contact Match Customer Service first so we can try to resolve your concerns without the need of outside assistance. If you choose to pursue a dispute, claim or controversy against Match, these terms will apply. For purposes of this Dispute Resolution Process and Arbitration Procedures set forth in Section 15, "Match" shall include our affiliates, employees, licensors, and service providers.

Match values its relationship with you and appreciates the mutual benefit realized from informally resolving Disputes (as defined below). Before formally pursuing a Dispute in arbitration or small claims court, you agree to first send a detailed notice ("Notice") to Match Group Legal, P.O. Box 25458, Dallas, Texas 75225, USA. If Match has a Dispute with you, Match agrees to first send a Notice to you at your most recent email address on file with us, or if no email address is on file, other contact information associated with your account. Your Notice must contain all of the following information: (1) your full name; (2) information that enables Match to identify your account, including a picture or screenshot of your profile, your address, mobile phone number, email address, and date of birth you used to register your account if any; and (3) a detailed description of your Dispute, including the nature and factual basis of your claim(s) and the relief you are seeking with a corresponding calculation of your alleged damages (if any). You must personally sign this Notice for it to be effective. Match's Notice must likewise set forth a detailed description of its Dispute, which shall include the nature and factual basis of its claim(s) and the relief it is seeking, with a corresponding calculation of our damages (if any). You and Match agree to then negotiate in good faith in an effort to resolve the Dispute. As part of these good faith negotiations, if Match requests a telephone conference with you to discuss your Dispute, you agree to personally participate, with your attorney if you're represented by counsel. Likewise, if you request a telephone conference to discuss Match's Dispute with you, Match agrees to have one representative participate. This informal process should lead to a resolution of the Dispute. However, if the Dispute is not resolved within 60 days after receipt of a fully completed Notice and the Parties have not otherwise mutually agreed to an extension of this informal dispute resolution time period, you or Match may initiate an arbitration (subject to a Party's right to elect small claims court as provided below).

Completion of this informal dispute resolution is a condition precedent to filing any demand for arbitration or small claims court action. Failure to do so is a breach of this Agreement. Notwithstanding to the fullest extent permitted by law, the arbitration provider, National Arbitration and Mediation ("NAM"), shall not accept or administer any demand for arbitration and shall administratively close any arbitration unless the Party bringing such demand for arbitration can certify in writing that the terms and conditions of this informal dispute resolution process were fully satisfied. A court of competent jurisdiction shall have authority to enforce this provision and to enjoin any arbitration proceeding or small claims court action.

### 15B. INDIVIDUAL RELIEF: CLASS ACTION AND JURY TRIAL WAIVER

TO THE FULLEST EXTENT ALLOWABLE BY LAW, YOU AND MATCH EACH WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO LITIGATE DISPUTES IN COURT IN FAVOR OF INDIVIDUAL ARBITRATION (EXCEPT FOR SMALL CLAIMS COURT AS PROVIDED ABOVE). YOU AND MATCH EACH WAIVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION AGAINST THE OTHER OR OTHERWISE TO SEEK RELIEF ON A CLASS BASIS, INCLUDING ANY CURRENTLY PENDING ACTIONS AGAINST MATCH. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, CONSOLIDATED, OR PRIVATE ATTORNEY GENERAL BASIS. THE ARBITRATOR CAN AWARD THE SAME RELIEF AVAILABLE IN COURT PROVIDED THAT THE ARBITRATOR MAY ONLY AWARD FINAL RELIEF (INCLUDING INJUNCTIVE OR DECLARATORY RELIEF) IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE FINAL RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD FINAL RELIEF FOR, AGAINST, OR ON BEHALF OF ANYONE WHO IS NOT A PARTY TO THE ARBITRATION ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL BASIS. IF A COURT DETERMINES THAT ANY OF THESE PROHIBITIONS IN THIS PARAGRAPH ARE UNENFORCEABLE AS TO A PARTICULAR CLAIM OR REQUEST FOR RELIEF (SUCH AS A REQUEST FOR PUBLIC INJUNCTIVE RELIEF), AND ALL APPEALS OF THAT DECISION ARE EXHAUSTED OR THE DECISION IS OTHERWISE FINAL, THEN YOU AND MATCH AGREE THAT THAT PARTICULAR CLAIM OR REQUEST FOR RELIEF SHALL PROCEED IN COURT BUT SHALL BE STAYED PENDING INDIVIDUAL ARBITRATION OF THE REMAINING CLAIMS FOR RELIEF THAT YOU HAVE BROUGHT. IF THIS SPECIFIC PARAGRAPH IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION (EXCEPT FOR THE JURY TRIAL WAIVER AND THE INFORMAL DISPUTE RESOLUTION PROCESS) SHALL BE NULL AND VOID. THIS PARAGRAPH IS AN ESSENTIAL PART OF THIS ARBITRATION AGREEMENT.

### 15C. DISPUTE RESOLUTION THROUGH ARBITRATION OR SMALL CLAIMS COURT

Any dispute, claim, or controversy between you and Match (that is not resolved informally by Match Customer Service or as provided under subsection 15a above) that arises from or relates in any way to this Agreement (including any alleged breach of this Agreement), the Services, or our relationship with you (collectively, "Dispute"), shall be exclusively resolved through BINDING INDIVIDUAL ARBITRATION except as specifically provided otherwise in this Dispute Resolution Section. "Dispute" as used in this Agreement shall have the broadest possible meaning and include claims that arose before the existence of this or any prior Agreement and claims that arise during the term of this Agreement or after the termination of this Agreement. Notwithstanding the foregoing, either you or Match may elect to have an individual claim heard in small claims court. If the request to proceed in small claims court is made after an arbitration has been initiated but before an arbitrator has been appointed, such arbitration shall be administratively closed. Any controversy over the small claims court's jurisdiction shall be determined by the small claims court. All other issues (except as otherwise provided herein) are exclusively for the Arbitrator to decide, including but not limited to scope and enforceability of this Dispute Resolution Section, as well as any request to proceed in small claims court that is made after an arbitrator has been appointed. If you or Match challenges the small claims court election in your Dispute, and a court of competent jurisdiction determines that the small claims court election is unenforceable, then such election shall be severed from this Agreement as to your Dispute. However, such court determination shall not be considered or deemed binding with respect to Match's other contracting parties.

Any court proceeding to enforce this Dispute Resolution Section 15, including any proceeding to confirm, modify, or vacate an arbitration award, must be commenced in accordance with Section 17. In the event Dispute Resolution Section 15 is for any reason held to be unenforceable, any litigation against Match (except for small claims court actions) may be commenced only in the federal or state courts located in Dallas County, Texas. You hereby irrevocably consent to those courts' exercise of personal jurisdiction over you for such purposes and waive any claim that such courts constitute an inconvenient forum.

### 15D. INDIVIDUAL ARBITRATION AND MASS ARBITRATION PROTOCOLS

This subsection 15d applies to Disputes that are submitted to NAM after fully completing the informal Notice and Dispute resolution process described in subsection 15a above and when no small claims court election is made by either Party. Any arbitration between you and Match shall be administered by NAM in accordance with NAM's operative Comprehensive Dispute Resolution Rules and Procedures (the "NAM Rules") in effect at the time any demand for arbitration is filed with NAM, as modified by this Dispute Resolution Section 15. For a copy of the NAM Rules, please visit <https://www.namadr.com/resources/rules-fees-forms> or contact NAM at NAM's National Processing Center at 990 Stewart Avenue, 1st Floor, Garden City, NY 11530 and email address [commercial@namadr.com](mailto:commercial@namadr.com). If NAM is unable or unwilling to perform its duties under this Agreement, the parties shall mutually agree on an alternative administrator that will replace NAM and assume NAM's role consistent with this Agreement. If the parties are unable to agree, they will petition a court of competent jurisdiction to appoint an administrator that will assume NAM's duties under this Agreement.

The Parties agree that the following procedures will apply to any Arbitrations initiated under this Dispute Resolution Section:

1. **Commencing an Arbitration** – To initiate an arbitration, you or Match shall send to NAM a demand for arbitration ("Demand for Arbitration") that describes the claim(s) and request for relief in detail, consistent with the requirements in this Agreement and NAM Rules. If you send a



Demand for Arbitration, you shall also send it to Match at Match Group Legal, P.O. Box 25458, Dallas, Texas 75225, USA, within 10 days of delivery of Demand for Arbitration to NAM. If you do not file a Demand for Arbitration with us within the same 10-day period, we will consider it to your prejudice and we will send it to your email address on file with us within the same 10-day period. If your mailing address is unavailable, we will send it to your email address on file, or if no email address is on file, other contact information associated with your account. The arbitration provider shall not accept or administer any demand for arbitration and shall administratively close any such demand for arbitration that fails to certify in writing that the Party meets the requirements of Dispute Resolution Section 15 or if either Party elects small claims court as set forth above.

2. **Fees** – The payment of all fees shall be governed by the NAM Rules, except to the extent that the case is a part of a Mass Filing (as defined below) or the NAM fees and costs (including Arbitrator fees) paid by either Party are reallocated upon order of the Arbitrator following a determination that (a) either Party breached Section 15 of this Agreement, (b) such reallocation is called for under this Agreement, or (c) reallocation is otherwise permitted under applicable law. Upon a showing to Match of your financial hardship we will consider a good faith request made by you to pay your portion of the applicable consumer portion of the filing fee. Match is committed to ensuring that arbitration costs to consumers do not serve as a barrier to the adjudication of disputes. If Match initiates an arbitration against you, we shall pay all fees.
3. **The Arbitrator** – The arbitration shall be conducted by a single, neutral (the "Claim Arbitrator"), as assisted by any Process Arbitrator appointed under NAM Rules. (The term "Arbitrator" applies to both the Claim Arbitrator and the Process Arbitrator). If a hearing is elected by either Party, the Arbitrator shall be in or close to the location in which you reside. The Arbitrator is bound by and shall adhere to this Agreement. In the event NAM Rules conflict with this Agreement, the terms of this Agreement shall control. If the Arbitrator determines that strict application of any term of Section 15 of this Agreement (except for the small claims election, which shall be determined by the small claims court) would result in a fundamentally unfair arbitration (the "Unfair Term"), then the Arbitrator shall have authority to modify the Unfair Term to the extent necessary to ensure a fundamentally fair arbitration that is consistent with the Terms of Use (the "Modified Term"). In determining the substance of a Modified Term, the Arbitrator shall select a term that comes closest to expressing the intention of the Unfair Term.
4. **Dispositive Motions** – The Parties agree that the Claim Arbitrator shall have the authority to consider dispositive motions without an oral evidentiary hearing. Dispositive motions may be requested under the following circumstances: (a) within 30 days after the Claim Arbitrator's appointment, a Party may request to file a dispositive motion based upon the pleadings; and (b) no later than 30 days prior to the evidentiary hearing, a Party may request to file a dispositive motion for summary judgment based upon the Parties' pleadings and the evidence submitted.
5. **Discovery** – Each Party may (a) serve up to five requests for relevant, non-privileged documents from the other Party; and (b) request that the other Party provide verified responses to no more than 5 relevant interrogatories (including subparts). Unless both Parties agree otherwise, no other forms of discovery (including depositions) may be utilized. Any such discovery requests must be served on the other Party within 21 days after the Claim Arbitrator's appointment. The responding Party shall provide the requesting Party with all responsive, non-privileged documents, responses signed by the Party themselves to the requested interrogatories, and/or any objections to the requests within 30 days after receipt of the requests, or, in the event of an objection to any discovery request, 30 days after the Claim Arbitrator resolves the dispute. In the event either Party requests that the Claim Arbitrator consider a dispositive motion on the pleadings, such written discovery response deadlines shall be extended until 30 days following the Claim Arbitrator's final decision on such dispositive motion. Any disputes about discovery or requests for extensions shall be submitted promptly to the Claim Arbitrator for resolution. In ruling on any discovery dispute or extension request, the Claim Arbitrator shall take into consideration the nature, amount, and scope of the underlying arbitration claim, the cost and other effort that would be involved in providing the requested discovery, the case schedule, and whether the requested discovery is necessary for the adequate preparation of a claim or defense.
6. **Confidentiality** – Upon either Party's request, the Arbitrator will issue an order requiring that confidential information of either Party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted court filing of confidential information must be done under seal.
7. **Arbitration Hearing** – You and Match are entitled to a fair evidentiary hearing (i.e. trial) before the Claim Arbitrator. Arbitration proceedings are usually simpler, less costly, and more streamlined than trials and other judicial proceedings. The Parties agree to waive all oral hearings and instead submit all disputes to the Claim Arbitrator for an award based on written submissions and other evidence as the Parties may agree, unless a Party requests an oral hearing within 10 days after the Respondent files a response. If an oral evidentiary hearing is requested, both Parties must be personally present at the hearing, regardless of whether either Party has retained counsel. Both Parties must personally attend the hearing. Either Party's failure to personally attend the hearing, without a continuance ordered by the Claim Arbitrator for good cause, will result in a default judgment taken against that Party.
8. **Arbitration Award** – Regardless of the format of the arbitration, the Claim Arbitrator shall provide a reasoned decision, in writing within 30 days after the hearing or, if no hearing is held, within 30 days after any rebuttal or supplemental statements are due. The decision must clearly specify the relief, if any, awarded and contain a brief statement of the reasons for the award. The arbitration award is binding only between you and Match and will not have any preclusive effect in another arbitration or proceeding that involves a different Party. The Claim Arbitrator may, however, choose to consider rulings from other arbitrations involving a different Party. The Arbitrator may award fees and costs as provided by the NAM Rules or to the extent such fees and costs could be awarded in court. This includes but is not limited to the ability of the Arbitrator to award fees and costs if the Arbitrator determines that a claim or defense is frivolous or was brought for an improper purpose, for the purpose of harassment, or in bad faith.
9. **Offer of Settlement** – The Respondent may, but is not obligated to, make a written settlement offer to the opposing Party any time before the evidentiary hearing or, if a dispositive motion is permitted, prior to the dispositive motion being granted. The amount or terms of any settlement offer may not be disclosed to the Claim Arbitrator until after the Claim Arbitrator issues an award on the claim. If the award is issued in the opposing Party's favor and is less than the Respondent's settlement offer or if the award is in the Respondent's favor, the opposing Party must pay the Respondent's costs incurred after the offer was made, including any attorney's fees. If any applicable statute or

10. **Mass Filing** – If, at any time, 25 or more similar demands for arbitration are asserted against Match or related parties by the same or coordinated counsel or entities ("Mass Filing"), consistent with the definition and criteria of Mass Filings set forth in the NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM's Mass Filing Rules", available at <https://www.namadr.com/resources/rules-fees-forms/>), the additional protocols set forth below shall apply.
- i. If you or your counsel file a Demand for Arbitration that fits within the definition of Mass Filing referred to above, then you agree that your Demand for Arbitration shall be subject to the additional protocols set forth in this Mass Filing subsection. You also acknowledge that the adjudication of your Dispute might be delayed and that any applicable statute of limitations shall be tolled from the time at which the first cases are chosen to proceed until your case is chosen for a bellwether proceeding.
  - ii. NAM's Mass Filing Rules shall apply if your Dispute is deemed by NAM, in its sole discretion pursuant to its Rules and this Dispute Resolution Section, to be part of a Mass Filing. Such election for NAM's Mass Filing Rules and related fee schedule must be made by either you or Match in writing and submitted to NAM and all Parties.
  - iii. **Bellwether Proceedings.** Bellwether proceedings are encouraged by courts and arbitration administrators when there are multiple disputes involving similar claims against the same or related parties. Counsel for the Mass Filings claimants (including you) and counsel for Match shall each select 15 Demands for Arbitration (30 total), and no more than 30 arbitrations shall be filed, processed, adjudicated, or pending at the same time, with each of the 30 individual arbitrations presided over by a different Claim Arbitrator, in a first set of bellwether proceedings. During this time, no other Demands for arbitration that are part of the Mass Filings may be filed, processed, adjudicated, or pending. If the Parties are unable to resolve the remaining Demands for Arbitration after the first set of bellwether proceedings are arbitrated or otherwise resolved, then counsel for the Claimants and counsel for Match shall each select an additional 15 Demands for Arbitration (30 total) to be filed, processed, and adjudicated as individual arbitrations, with each of the 30 arbitrations presided over by a different Claim Arbitrator, in a second set of bellwether proceedings. During this time, no other Demands for Arbitration that are part of the Mass Filings may be filed, processed, or adjudicated. This staged process of bellwether proceedings, with each set including 30 Demands for Arbitration adjudicated on an individual basis, shall continue until each Demand included in the Mass Filings (including your Demand for Arbitration) is adjudicated or otherwise resolved. Fees associated with a Demand for Arbitration included in the Mass Filings, including fees owed by Match and the claimants (including you), shall only be due after your Demand for Arbitration is chosen as part of a set of bellwether proceedings and therefore properly designated for filing, processing, and adjudication. Any applicable statute of limitations shall be tolled beginning when you initiate the informal dispute resolution process set forth in subsection 15a of the Agreement, and if the first Mass Filings' Demands for Arbitration are chosen for the initial set of bellwether proceedings have been filed, your claims will remain tolled until your Demand for Arbitration is decided, withdrawn, or is settled. A court of competent jurisdiction located in a venue allowed under Section 17 of the Agreement shall have the power to enforce this subsection.
  - iv. You and Match agree that we each value the integrity and efficiency of the arbitration and small claims court process and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You and Match acknowledge and agree to act in good faith to ensure the fair resolution of genuine and sincere Disputes. The Parties further agree that application of these Mass Filings procedures have been reasonably designed to result in an efficient and fair adjudication of such cases.

## 15E. FUTURE CHANGES AND RETROACTIVE APPLICATION

This Dispute Resolution Section 15 applies to all Disputes between the Parties, including for any claims that accrued against you or Match prior to the time of your consent to this Agreement and to any claims that accrue against you or Match after your consent to this Agreement. Notwithstanding any provision in this Agreement to the contrary, you may elect to opt out of the retroactive application of this Dispute Resolution Section 15 as to claims that have accrued against you or against Match prior to the time of your consent to this Agreement. You may opt out by sending us written notice, within 30 days of the time you consent to this Agreement, to the following email address: [optout@match.com](mailto:optout@match.com). Please do not direct any customer support inquiries [optout@match.com](mailto:optout@match.com), as they will not be addressed; such inquiries should be directed to [customer support](#). You must include information sufficient to identify your account(s), such as the email address or phone number associated with your account(s), and should include a statement that you are opting out of the retroactive application of this Dispute Resolution Section 15. Please note: if you opt out of the retroactive application of this Dispute Resolution Section 15, you will still be subject to and bound by any Dispute Resolution Sections and Arbitration Procedures you previously agreed to, including any arbitration provisions, class action waivers, and retroactive application sections. Also, regardless of whether you opt out of the retroactive application of these changes, the Parties will resolve any claims that accrue against you or Match after your consent to this Agreement in accordance with this Dispute Resolution Section.

## 16. GOVERNING LAW

***Texas law and the Federal Arbitration Act will apply to any Dispute (except where prohibited by law).***

To the fullest extent allowable by law, the laws of Texas, U.S.A., without regard to its conflict of laws rules, shall apply to any Dispute arising out of or relating to this Agreement or our Services. Notwithstanding the foregoing, the Dispute Resolution Process set forth in Section 15 shall be governed by the Federal Arbitration Act.



## 17. VENUE/FORUM SELECTION

Case 3:19-cv-02281-K Document 109-1 Filed 05/20/22 Page 69 of 75 PageID 1113

***To the fullest extent allowable by law, any claims that are not arbitrated for any reason must be litigated in Dallas County, Texas (except for claims filed in small claims court).***

Except where prohibited by law and except for claims that are heard in a small claims court as set forth in Section 15, any claims arising out of or relating to this Agreement, to our Services, or to your relationship with Match that for whatever reason are not required to be arbitrated or filed in small claims court, will be litigated exclusively in the federal or state courts located in Dallas County, Texas, U.S.A. You and Match consent to the exercise of personal jurisdiction of courts in the State of Texas and waive any claim that such courts constitute an inconvenient forum.

## 18. INDEMNITY BY YOU

***You agree to indemnify Match if a claim is made against Match due to your actions.***

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless Match, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of our Services, your Content, your conduct toward other users, or your breach of this Agreement.

## 19. ACCEPTANCE OF TERMS

***By using our Services, you accept the Terms of this Agreement.***

By using our Services, whether through a mobile device, mobile application, or computer, you agree to be bound by (i) these Terms, which we may amend from time to time, (ii) our [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#), and (iii) any Additional Terms Upon Purchase. If you do not accept and agree to be bound by all of the terms of this Agreement, you are not entitled to use our Services.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require.

## 20. ENTIRE AGREEMENT

***This Agreement supersedes any previous agreements or representations.***

These Terms, with the [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#), and any Additional Terms Upon Purchase, contain the entire agreement between you and Match regarding the use of our Services. The Terms supersede all previous agreements, representations, and arrangements between us, written or oral. If any provision of these Terms is held invalid, illegal, or otherwise unenforceable, the remainder of the Terms shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that your Match account is non-transferable and all of your rights to your account and its content terminate upon your death, unless otherwise provided by law. Any rights and licenses granted hereunder may not be transferred or assigned by you but may be assigned by us without restriction. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms, and you may not make any representations on behalf of or bind Match in any manner.

## 21. SPECIAL STATE TERMS

***Special terms apply in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin***

For subscribers residing in New York:

- The Services do not guarantee any number of "referrals"—rather, the functionality of the Services is such that the subscriber can view as many profiles as he/she would like;
- Upon notice in writing and delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, subscribers may place their subscription on hold for up to one year;
- How your information is used and how you may access your information is set forth in our [Privacy Policy](#);
- You may review the New York Dating Service Consumer Bill of Rights [here](#); For subscribers residing in North Carolina:
- You may review the North Carolina Buyer's Rights [here](#).

- Our Services are widely available in the United States—if you believe that you have moved outside a location where we provide the Services, please contact us in writing delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, and we will work with you to provide alternative services or a refund.

For subscribers residing in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the Company notice in the same manner as you request a refund as described above in Section 8.

# EXHIBIT H

**BakerHostetler**

**Baker & Hostetler LLP**

45 Rockefeller Plaza  
New York, NY 10111

T 212.589.4200  
F 212.589.4201  
www.bakerlaw.com

Linda A. Goldstein  
direct dial: 212.589.4206  
lgoldstein@bakerlaw.com

August 6, 2019

**VIA E-MAIL (ZKELLER@FTC.GOV)**

Zachary A. Keller, Esq.  
Federal Trade Commission  
Southwest Region  
1999 Bryan Street, Suite 2150  
Dallas, TX 75201

*Re: FTC / Match*

Dear Zach:

Match and the FTC have repeatedly discussed the FTC's concerns about certain of Match's practices. In addition, you have provided Match with a draft Complaint that details the FTC's legal theories as to why the FTC believes Match's practices are unlawful. While we have denied any wrongdoing related to the FTC's proposed claims and will continue to do so until the investigation either closes or the claims are dismissed, as you know, our business has changed over the time period of this investigation. This letter is to leave absolutely no doubt regarding Match's current and future practices.

In short, Match does not engage in any of the following practices in the FTC's draft Complaint, nor does it have any plans or intentions to do so in the future:

- Send notifications ("PTRs") associated with communications from any subscriber account then under fraud review to any non-subscriber as alleged in Count I;
- Allow communications from any subscriber account then under fraud review to reach any non-subscriber (or, for that matter, recent subscribers, which Match has never done) as alleged in Count II;
- Offer a "guarantee" program that allows consumers who meet certain terms and conditions to extend their subscriptions without cost as alleged in Count III,

Atlanta Chicago Cincinnati Cleveland Columbus Costa Mesa Denver  
Houston Los Angeles New York Orlando Philadelphia Seattle Washington, DC

Zachary A. Keller, Esq.

August 6, 2019

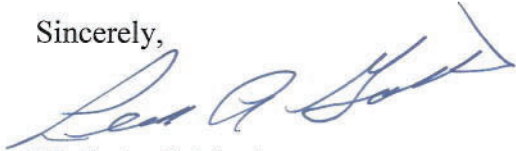
Page 2

- without clearly and conspicuously disclosing the full terms and conditions of the guarantee program;
- Bar consumers who have unsuccessfully disputed charges through their financial institutions, including preventing them from using paid Match.com subscription services as alleged in Count IV.

Moreover, Match has no plans or intentions ever to reinstitute any of these practices.

If the FTC chooses to pursue legal action against Match, it cannot plead any facts in good faith inconsistent with the foregoing, including but not limited to alleging that Match is violating, or is about to violate, the FTC Act with respect to any of the discontinued practices described above.

Sincerely,

A handwritten signature in blue ink, appearing to read "Linda A. Goldstein", with a stylized flourish at the end.

Linda A. Goldstein

# EXHIBIT I

**SIDLEY**

SIDLEY AUSTIN LLP  
1999 AVENUE OF THE STARS  
17TH FLOOR  
LOS ANGELES, CA 90067  
+1 310 595 9500  
+1 310 595 9501 FAX

+1 310 595 9505  
CHUMMEL@SIDLEY.COM

AMERICA • ASIA PACIFIC • EUROPE

May 20, 2022

Reid Tepfer  
Federal Trade Commission  
1999 Bryan St Ste 2150  
Dallas, TX 75201  
rtepf@ftc.gov

Re: *FTC v. Match Group, Inc.*, No. 3:19-cv-02281-K (N.D. Tex.)

Dear Reid:

Match Group, Inc. (“Match”) and the FTC have repeatedly discussed the FTC’s allegations about certain practices on Match.com that the FTC claims violate the FTC Act. Although Match has denied any wrongdoing related to the FTC’s allegations and continues to do so, as you are aware, these practices were discontinued by March and April 2019, prior to the FTC filing its Complaint against Match. Additionally, in an August 6, 2019, letter to the FTC, Match left absolutely no doubt regarding any intent to resume these practices, writing that there were “no plans or intentions ever to reinstitute any of these practices” on Match.com. It has now been over three years since these practices were discontinued, and the same remains true today. There are no plans or intentions to either:

- Offer a “guarantee” program that allows consumers who meet certain terms and conditions to extend their subscriptions without cost, as alleged in Count III, or
- Bar consumers who have unsuccessfully disputed charges through their financial institutions, including preventing them from using paid Match.com subscription services, as alleged in Count IV.

Given that these practices were discontinued many years ago, and there are no plans or intentions to reinstitute those practices, there is no evidence that Match Group, Inc. (or Match Group, LLC) is violating or is about to violate the FTC Act with respect to any of the permanently discontinued practices described above. As a result, Match requests that the FTC dismiss its FTC Act claims to avoid the unnecessary expenditure of the parties’ and the Court’s time and resources litigating about permanently discontinued practices.

Sincerely,

/s/ *Chad S. Hummel*

Chad S. Hummel

cc: Counsel of Record